SPECIAL, 8/4/2020 10:30:00 AM

BE IT REMEMBERED that on August 04, 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

Honorable Carolyn L. Guidry , County Clerk

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

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 August 04, 2020

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **04th** day of **August 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:

11:00 a.m.- WORKSHOP - To discuss copier proposal with Function 4

11:15 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.

11:30 a.m.-WORKSHOP- To discuss buyout acquisition of flooded homes.

1:30 p.m.- WORKSHOP - To discuss pending items for FY 2020-2021

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Consider and approve specifications for Invitation for Bid (IFB 20-031/YS), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 15 - 56

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

2. Consider and approve, execute, receive and file Amendment No. 1 for (RFP 18-059/YS), Food Service Consulting and Management Services for Jefferson County Correctional Facility with Trinity Services Group, Inc. This amendment will allow the CPI increase per the terms of contract; in accordance with United States Bureau of Labor, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 57 - 60

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

3. Consider and approve, execute, receive and file Amendment No. 1 for (RFP 19-060/YS), Term Contract for Mowing for Jefferson County with Universal Operations, LLC. This amendment will add four (4) properties for an additional service cost of $1,995.00 for the remainder of the current first contract year for a total of $21,240.00.

SEE ATTACHMENTS ON PAGES 61 - 61

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

4. Consider and approve re-award, execute, receive and file a contract for (RFQ 16-036/JW), Engineering Services for Community Development Block Grant Program - Phase VI to LJA Engineering, Inc., in the amount of $40,250.00. Funding is through the Texas Department of Agriculture/Community Development Block Grant Program.

SEE ATTACHMENTS ON PAGES 62 - 152

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

5. Consider and approve, execute, receive and file Job Order Contract (JOC 20-033/JW) with SETEX Facilities & Maintenance for the removal and replacement of a fire hydrant at the Jack Brooks Regional Airport in the amount of $10,970.00; in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015. Funding for this project will be through the current year airport budget and 50% TxDOT Airport RAMP grant funds.

SEE ATTACHMENTS ON PAGES 153 - 157

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

6. Request approval to release retainage to N & T Construction Co., Inc. for (IFB 19-021/JW) Ford Fields Concession Stand in the amount of $28,500.00, Payment Application No. 10.

SEE ATTACHMENTS ON PAGES 158 - 160

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AIRPORT:

7. Receive and file executed Ground Land Lease Agreement between Jefferson County and Mid County Plaza LLC for approximately 8.2 acres of property located at the Jack Brooks Regional Airport.

Commissioner Arnold recused

SEE ATTACHMENTS ON PAGES 161 - 187

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AUDITOR:

8. Consider and approve budget transfer – Road & Bridge Pct.4 – additional cost for repairs and maintenance.

114-0405-431-4018	ROAD MACHINERY	$15,000.00	
114-0405-431-4009	BUILDINGS AND GROUNDS	$500.00	
114-0402-431-1009	FOREMAN		$15,000.00
114-0402-431-3016	CHEMICALS, SPRAYS, ETC.		$500.00

SEE ATTACHMENTS ON PAGES 188 - 188

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Abstained: Commissioner Arnold
Action: APPROVED

9. Consider and approve Resolution authorizing County Judge to enter into agreement with TXDOT for the County Transportation Infrastructure Fund Grant program.

SEE ATTACHMENTS ON PAGES 189 - 198

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Abstained: Commissioner Arnold
Action: APPROVED

10. Consider and approve electronic disbursement for $1,847.34 to Texas Department of Criminal Justice for August insurance reimbursement.

    Motion by: Commissioner Alfred
    Second by: Commissioner Weaver
    In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
    Abstained: Commissioner Arnold
    Action: APPROVED

11. Consider and authorize the County Judge to execute a Texas Traffic Safety Program Grant Agreement between Jefferson County, Texas and the State of Texas for the STEP Comprehensive Program for the period 10/01/2020 to 09/30/2021.

    SEE ATTACHMENTS ON PAGES 199 - 229

    Motion by: Commissioner Alfred
    Second by: Commissioner Weaver
    In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
    Abstained: Commissioner Arnold
    Action: APPROVED

12. Consider and approve electronic disbursement for $566,428.79 to LaSalle for revenue received from entities for inmate housing.

    Motion by: Commissioner Alfred
    Second by: Commissioner Weaver
    In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
    Abstained: Commissioner Arnold
    Action: APPROVED

13. Regular County Bills – check #473682 through checks #473892 (07/28/20) and check #473893 through checks #474059 (08/04/20).

    SEE ATTACHMENTS ON PAGES 230 - 245

    Motion by: Commissioner Alfred
    Second by: Commissioner Weaver
    In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
    Abstained: Commissioner Arnold
    Action: APPROVED

ADDENDUMS

14. Consider and approve revised public defender contract agreements for the Criminal District Court, 252nd District Court, and the Drug Impact District Court.

SEE ATTACHMENTS ON PAGES 246 - 281

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Abstained: Commissioner Arnold
Action: APPROVED

15. Consider and approve termination of public defender contract agreement for the 252nd District Court with Thomas William Kelley effective June 30, 2020.

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Abstained: Commissioner Arnold
Action: APPROVED

16. Consider and approve public defender contract agreement for the 252nd District Court with Charles Rojas effective August 1, 2020.

SEE ATTACHMENTS ON PAGES 282 - 285

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Abstained: Commissioner Arnold
Action: APPROVED

COUNTY COMMISSIONERS:

17. 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 286 - 286

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

18. Consider, possibly approve, authorize the County Judge to execute, receive and file and file a Property Tax Abatement Agreement between Jefferson County and Emerald Biofuels pursuant to Sec. 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 287 - 306

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

19. Consider and possibly approve an Order regarding the establishment of the Project Fairway Reinvestment Zone Pursuant to Sec. 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 307 - 311

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

20. Conduct a Public Hearing to receive information and comments regarding the establishment of the Project Fairway Reinvestment Zone Pursuant to Sec. 312.401, Texas Tax Code.

Open public hearing- no comments
Closed

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

21. Consider, possibly approve, authorize the County Judge to execute, receive and file and file a Property Tax Abatement Agreement between Jefferson County and Suez WTS USA, Inc. for Project Clear pursuant to Sec. 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 312 - 331

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

22. Consider and possibly approve an Order Levying Taxes for Port of Beaumont Navigation District of Jefferson County, Texas General Obligation Bonds, Series 2020.

SEE ATTACHMENTS ON PAGES 332 - 337

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

23. Consider and possibly appoint members to the Jefferson County Housing Finance Corporation Board of Directors: See attached

SEE ATTACHMENTS ON PAGES 338 - 338

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

24. Consider and possibly approve a Resolution for Civil Rights for Hurricane Harvey Disaster Recovery Grant funding through infrastructure and Acquisition/Buyout Grants 200-65-121-C408 and 20-66-036-C242 from the Texas General Land Office which reaffirms the County Citizen Participation Plan, our Section 3 Policy, Excessive Force Policy, Section 504 Policy and Grievance Procedures and Fair Housing Policy.

SEE ATTACHMENTS ON PAGES 339 - 360

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

25. Consider and possibly approve Cary Erickson, Director of Human Resources to be the Designated Civil Rights Officer for Hurricane Harvey Disaster Recovery Grant funding through infrastructure and Acquisition/Buyout Grants 200-65-121-C408 and 20-66-036-C242 from the Texas General Land Office.

SEE ATTACHMENTS ON PAGES 361 - 364

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY TREASURER:

26. Receive and File Investment Schedule for June, 2020, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 365 - 367

Motion by: Commissioner Arnold
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

ENGINEERING:

27. Execute, receive and file Overweight Vehicle Permit 04-OW-20 to Enterprise TE Products Pipeline Company LLC for renewal and to move heavy haul equipment and materials for pipeline construction routed Hebert Road, Knauth Road, and Hogaboom Road. This project is located in Precincts 2 and 3.

SEE ATTACHMENTS ON PAGES 368 - 383

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

28. Execute, receive and file Overweight Vehicle Permit 05-OW-20 to Enterprise TE Products Pipeline Company LLC for renewal and to move heavy haul equipment and materials for pipeline construction routed W Clubb Road., E Clubb Road., Boyt Road, Gaulding Road, Blewett Road, Winzer Road, Bayou Din Drive, LaBelle Road, Steinhagen Road, Humble Camp Road, Latta Road, Hillebrandt Road, and Hebert Road. This project is located in Precincts 2, 3, and 4.

SEE ATTACHMENTS ON PAGES 384 - 409

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

29. Execute, receive and file Pipeline Permit 04-P-20 to Enterprise TE Products Pipeline Company LLC for renewal and to bore a 16" Ethane pipeline across Knauth Road in Jefferson County. This project is located in Precinct 3.

SEE ATTACHMENTS ON PAGES 410 - 427

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

30. Execute, receive and file Pipeline Permit 05-P-20 to Enterprise TE Products Pipeline Company LLC for renewal and to bore a 30" Ethane pipeline across 14 Jefferson County Roads. This project is located in Precincts 2 and 4.

SEE ATTACHMENTS ON PAGES 428 - 454

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

31. Consider and possibly approve a Minor Plat of Tracts 1-A and 1-B 2.555 acres of land, Replat of all of Tracts 1, A, and B Nicholson Place in Jefferson County, Texas. The property is located off of Dugat Road and Blanco Road (a private road) in Precinct 2. This plat has met the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 455 - 456

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

32. Consider and possibly approve a variance request submitted by Shane Neil concerning the finished floor elevation of his home located at 10035 Jason Court.

SEE ATTACHMENTS ON PAGES 457 - 457

Motion by: Commissioner Weaver
Second by: County Judge Branick
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

HUMAN RESOURCES:

33. Consider and possibly approve granting extended leave without pay for up to 90 days for Drusilla Angelle, an employee of the Sheriff's Department.

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

34. Consider and possibly approve granting extended leave without pay for up to 90 days for Shena Barker, an employee of the Sheriff's Department.

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

35. Consider and possibly approve granting extended leave without pay for up to 90 days for Markievya Cooper, an employee of the Sheriff's Department.

    Motion by: Commissioner Alfred
    Second by: Commissioner Weaver
    In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
    Action: APPROVED

36. Consider and possibly approve granting extended leave without pay for up to 90 days for Matthew Munselle, an employee of the Sheriff's Department.

    Motion by: Commissioner Alfred
    Second by: Commissioner Weaver
    In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
    Action: APPROVED

DISTRICT ATTORNEY:

37. Consider, approve and ratify out-of-state travel for Beaumont PD detectives, Christopher Raymer, Tomora Hamilton, Robby Campbell, Ronnie Freeman, and another Beaumont PD detective, yet to be determined, to attend Berla training, to be held in Annapolis, Maryland from August 24-28, 2020. This training will be paid for by grant funds from the District Attorney's Office Special Crimes Unit.

    SEE ATTACHMENTS ON PAGES 458 - 458

    Motion by: Commissioner Weaver
    Second by: Commissioner Sinegal
    In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
    Action: APPROVED

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 4, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

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

BID NAME:	**Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**
BID NO:	**IFB 20-031/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 2, 2020**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 5, 2020 and August 12, 2020

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Bids due: 11:00 AM CT, Wednesday, September 2, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

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

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

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

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

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

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

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

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

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

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

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

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

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

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

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

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

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

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic
and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

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

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

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

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

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

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

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

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

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

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

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

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

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

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number 20-031/YS.

Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

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

Vendor shall invoice "per location", with the location name and address included on invoice.

Bidder Information Form

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

Bid Name & Number: Trash and Biomedical Waste Container Service for Jefferson County (IFB 20-013/YS)

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Trash and Biomedical Waste Container Service Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item I. Standard Waste Containers (10 cubic yards & under)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Kelle r 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409-726-2950	1	4 cu yd	1 day per week	
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Moles 409-736-2851	1	4 cu yd	1 day per week	
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1		
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1		
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6		
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1		
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1		
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1		
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1		
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1		
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1		
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed		

Item IV. Biomedical Waste Containers (continued)

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed		
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed		

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

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

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

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

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

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

<u>Bidder Shall Return Completed Form with Offer.</u>

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____
Signature of Company Representative

_____
Date

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

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

Notary Seal

_____
Notary Signature

_____
Date

<u>Bidder Shall Return Completed Form with Offer.</u>

Senate Bill 252 Certification

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

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

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

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

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

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

this the _____ day of_____, 20___.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

Amendment No. 1 RFP 18-059/YS

TRINITY SERVICES GROUP, INC.

Jefferson County Sheriff's Office
Attn: Sheriff Zena Stephens
1001 Pearl Street, #103
Beaumont, TX 77701

May 14, 2020

RE: Correctional Food Services Agreement

Dear Sheriff Stephens:

It continues to be an honor and a privilege to provide inmate food services for the Jefferson County Correctional Facility. Pursuant to our Agreement, meal prices are to be adjusted annually effective on the anniversary date by an amount equal to the change in the Consumer Price Index, Food Away From Home. Based on the most recent Index data (copy enclosed), the change in the Index over the last year was 2.8%. I have attached an updated meal price scale to reflect the agreed adjustment. These prices will be effective on the Agreement anniversary date, June 24, 2020.

If this meets with your approval, please sign and return the enclosed confirmation copy of this letter. Of course, please let me know if you have any questions regarding this request.

Trinity sincerely appreciates the opportunity to serve the Jefferson County Correctional Facility. Thank you for your business. We will always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

Very truly yours,

Steve Weirich
District Manager
(336) 383-2901
Steve.Weirich@trinityservicesgroup.com

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Agreed:

7/20/20
Sheriff Zena Stephens Date

7/20/20
County Judge Jeff Branick Date

ATTEST:
Carolyn L. Guidry, County Clerk

TRINITY SERVICES
GROUP, INC.

Jefferson County Correctional Facility

Price Per Meal Scale

Effective June 24, 2020

Number of Adult Meals served per meal	Cost of Meal to to Client	Number of Juvenile Meals serve per meal	Cost of Meal to Client
495 – 544	$1.003	5 – 9	$0.962
545 – 594	$0.974	10 – 14	$0.894
595 – 644	$0.949	15 – 19	$0.873
645 – 694	$0.928	20 – 24	$0.861
695 – 744	$0.911	25 – 29	$0.854
745 – 794	$0.895	30 – 34	$0.850
795 – 844	$0.881	35 – 39	$0.847
845 – 894	$0.870	40 – 44	$0.844
895 – 944	$0.859	45 – 49	$0.842
945 – 994	$0.849	50 – 54	$0.841
995 – 1044	$0.841	55 – 59	$0.847
1045 – 1094	$0.837	60 – 64	$0.852
1095 – 1144	$0.833	65 – 69	$0.856
1145 – 1194	$0.828	70 – 74	$0.859
1195 – and over	$0.825	75 – 79	$0.862
		80 – 84	$0.866
		85 – 89	$0.868
		90 – 94	$0.870
		95 – 99	$0.872
		100 and over	$0.874

Staff and Visitor Meals will be charged at the price of $1.80 per meal.

Databases, Tables & Calculators by Subject

Change Output Options: From: 2015 To: 2020 GO

include graphs include annual averages

More Formatting Options

Data extracted on: May 12, 2020 (8:51:20 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEFV
Not Seasonally Adjusted
Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Food away from home
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	254.460	257.742
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	261.213	264.177
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	267.294	270.358
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	274.241	277.545
2019	280.380	281.373	281.887	282.798	283.394	284.316	284.891	285.507	286.246	286.791	287.255	288.078	282.358	286.461
2020	289.137	289.781	290.216	290.639										

12-Month Percent Change
Series Id: CUUR0000SEFV
Not Seasonally Adjusted
Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Food away from home
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	3.1	3.1	2.9	2.9	3.0	3.0	2.7	2.7	2.9	2.9	2.7	2.6	3.0	2.7
2016	2.7	2.6	2.7	2.7	2.6	2.6	2.8	2.8	2.4	2.4	2.3	2.3	2.7	2.5
2017	2.4	2.4	2.4	2.3	2.3	2.2	2.1	2.2	2.4	2.3	2.4	2.5	2.3	2.3
2018	2.5	2.6	2.5	2.5	2.7	2.8	2.8	2.6	2.6	2.5	2.6	2.8	2.6	2.7
2019	2.8	2.9	3.0	3.1	2.9	3.1	3.2	3.2	3.2	3.3	3.2	3.1	3.0	3.2
2020	3.1	3.0	3.0	2.8										

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

AMENDMENT I TO CONTRACT

July 27, 2020

Universal Operations LLC
3911 North Twin City Highway
Nederland TX 77627
Attention: Ms. Nicole Babineaux

Dear Ms. Babineaux:

This letter will serve as Amendment I (one) to contract (IFB 19-060/YS), Re-bid Term Contract for Mowing for Jefferson County.

Amendment I (one) will add the service cost of $1995.00 for the remainder of the current first year for the addition of four (4) properties for a total of $21,240.00, and the cost of $2910.00 for each additional renewal year for a total of $23,235.00. The four (4) properties to be added are listed below:

Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude
23	11248	Kenner Rd	Beaumont, TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.09244
39	11465	Sweetgum Ln	Beaumont, TX	77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.09341
20	11501	Sweetgum Ln	Beaumont, TX	77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.09481
64	11519	Sweetgum Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945

Please sign below, and return to Yea-Mei Sauer, Contract Specialist via email at: ysauer@co.jefferson.tx.us

Universal Operations LLC

7/28/2020
Date

Jeff R. Branick
Jefferson County Judge

7/29/2020
Date

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACT

ENGINEERING/ARCHITECTURAL SERVICES

PART I

AGREEMENT

THIS AGREEMENT, entered into this 4th day of August, 2020, by and between the COUNTY OF Jefferson, Texas, hereinafter called the "County", acting herein by **Jeff R. Branick, County Judge** hereunto duly authorized, and **LJA Engineering, Inc.** hereinafter called "Firm," acting herein by **Toby Davis, P.E., Vice President (Public Works/East Texas).**

WITNESSETH THAT:

WHEREAS, the **County of Jefferson (Texas)** desires to implement "Phase VI" Sewer Improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage **LJA Engineering, Inc.** to render certain engineering/architectural services in connection with the TxCDBG Project, Contract Number: **TxCDBG 7218240**.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on August 4, 2020. In any event, all of the services required and performed hereunder shall be completed no later than April 30, 2021.

3. Local Program Liaison - For purposes of this Agreement, **the County Judge** or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $ 40,250.00 . Payment to the Firm shall be based on satisfactory completion of identified milestones in **Part III - Payment Schedule of this Agreement.**

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or

nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

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

9. Extent of Agreement
   This Agreement (**which includes Parts I-V and attached Exhibit 1**) represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and the Firm.

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

BY: _____
(Local County Official)
Jeff R. Branick
(Printed Name)
Jefferson County Judge
(Title)

BY: _____
(Firm/Contractor's Authorized Representative)
Toby Davis, P.E
(Printed Name)
Vice President
(Title)

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST:
Carolyn L. Guidry, County Clerk

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the County:
   a. Name and address of property owners;
   b. Legal description of parcels to be acquired; and
   c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within **60 days** of execution of this Agreement.
6. Furnish the County copies of the preliminary report, if applicable (additional copies will be furnished to the County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
8. Furnish the County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.

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

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
4. The Firm will include in all contracts and subcontracts in excess of $150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of $150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

6. The Firm will include in all contracts and subcontracts in excess of $10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:

   a. Prime construction contracts in excess of $2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
   b. Prime construction contracts in excess of $2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
   c. Contracts greater than $10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
   d. Section 3 of the Housing and Urban Development Act of 1968;
   e. Contracts exceeding $100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
   f. For contracts in excess of $100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
   g. For procurement of recovered materials where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.

8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from County and at the Firm's expense if the deficiency is due to Firm's negligence. The County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of

the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.

4. The Firm agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III –
PAYMENT SCHEDULE

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

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

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

SPECIAL SERVICES

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

Registered Surveyor	$ N/A
Survey Crew (3 members)	$ N/A
Project Engineer	$ N/A
Engineering Technician	$ N/A
Project Representative	$ N/A
Draftsman	$ N/A

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

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

PART IV

TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the County.

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

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

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within **60 days** of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

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

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

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

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

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

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

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

12. Conflicts of interest.

   a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

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

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over $10,000).
During the performance of this contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL OR PROFESSIONAL SERVICES

1.	Completion of Preliminary Engineering	Contract Execution Date
2.	Completion of Plans and Specifications	9/30/2020
3.	TCEQ Approval of Plans and Specifications	11/30/2020
4.	Completion of Bidding, Contract Award, and Contract Execution	1/31/2021
5.	Construction Completion	4/30/2021
6.	Completion of Final Inspection and Acceptance by the Locality and Submittal of Record Drawings	6/30/2021

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

_____

_____

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

_____

_____

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
_____	_____
_____	_____
_____	_____

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

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of November, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

CODE OF CONDUCT POLICY FOR METHODS OF PROCUREMENT

WHEREAS, the Texas Department of Agriculture Code of Conduct Sec. 5.1.2 outlines the procurement processes that must be adhered to by recipients of TxxCDBG Grant funds to avoid conflicts of interest and provide for fair competitive procurement for purchases using the grant funds; and

WHEREAS, Jefferson County has applied for and received grant funds that are subject to the requirement for compliance with this code of conduct.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby adopt the following code of conduct for methods of procurement of services for which TxCDBG grant funds will be utilized:

No employee, officer, or agent of Jefferson County, Texas shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/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 a firm considered for a contract.

No officer, employee, or agent of Jefferson County shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

As a Grant Recipient of a TxCDBG contract, Jefferson County shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

No employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the Jefferson County District Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to

be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signed this 14th day of November, 2016.

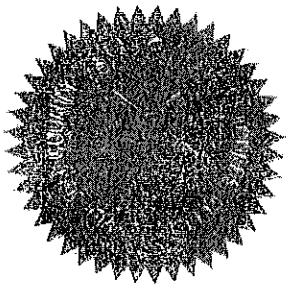
JUDGE JEFF R.BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

Absent
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



SAM Search Results
List of records matching your search for :

Search Term : LJA Engineering, Inc.*
Record Status: Active, Inactive

ENTITY LJA Engineering, Inc.		Status: Active
DUNS: 025475513 +4:	CAGE Code: 5SZM5	DoDAAC:
Expiration Date: 01/13/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2929 Briarpark Dr Ste 600		
City: Houston	State/Province: TEXAS	
ZIP Code: 77042-3768	Country: UNITED STATES	

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated October 3, 2019*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated October 3, 2019*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

List of Companies that Boycott Israel June 2020
Pursuant to Texas Government Code Chapter 808

Company Name	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB ASA	IID000000002150825	NO0010031479
GULOGUZ DIS DEPOSU TICRET VE PAZARLAMA LTD.		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
SAMPENSION KP LIVSFORSIKRING A/S	IID000000002708138	DK0011163715

List of Scrutinized Companies with ties to Sudan
Pursuant to Chapter 2270 of the Texas Government Code - 2019

Entity Name	Cusip	Sedol	Isin

* The United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017. As such, the Sudanese Sanctions Regulations were amended by the Office of Foreign Assets Control to add section 538.540, authorizing all transactions previously prohibited by the Regulations and Executive Orders 13067 and 13412, effective as of January 17, 2017.

However, the changes do not authorize transactions that are prohibited under the Darfur Sanctions Regulations (31 C.F.R. part 546) or Executive Orders 13400 or 13664. Accordingly, the Comptroller's office will continue monitoring for companies that meet the pertinent statutory definition of a Scrutinized Company (i.e., companies that have been complicit in the Darfur genocide during any preceding 20-month period).

List of Companies Engaging in Scrutinized Business Operations in Iran - 2019
Chapter 2270 of the Texas Government Code

Company Name	ISIN
AF Poyry AB	SE0005999836
Beiqi Foton Motor Co., Ltd.	CNE000000WC6
Bharat Petroleum Corporation Ltd.	INE029A01011
China Railway Group Ltd	CNE100000866
Glencore plc	JE00B4T3BW64
Hindustan Petroleum Corporation Ltd.	INE094A01015
Hyundai Motor	KR7005380001
Indian Oil Corporation Ltd.	INE242A01010
Jindal Steel & Power Ltd.	INE749A01030
JXTG Holdings Inc	JP3386450005
Korea Electric Power	KR7015760002
Lloyds Banking Group plc	GB0008706128
Man SE	DE0005937007
Mangalore Refinery & Petrochemicals Ltd.	INE103A01014
Norinco Intl Cooperation Ltd	CNE000000VZ9
Oil & Natural Gas Corporation Ltd.	INE213A01029
Power Construction Corporation of China, Ltd.	CNE1000017G1
Renault S.A.	FR0000131906
Sinopec Engineering (Group) Co Ltd	CNE100001NV2
Suzuki Motor Corp.	JP3397200001
Telecom Italia	IT0003497168
Vodafone Group plc	GB00BH4HKS39
Zhejiang Shibao Co., Ltd.	CNE100001MJ9

Designated Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270

June 2020

Organization	Organization
Abdallah Azzam Brigades (AAB)	ISIL-Khorasan (ISIL-K)
Abu Sayyaf Group (ASG)	ISIS-Bangladesh
Al-Aqsa Martyrs Brigade (AAMB)	ISIS-Greater Sahara
al-Ashtar Brigades (AAB)	ISIS-Philippines
al-Mulathamun Battalion (AMB)	ISIS-West Africa
al-Nusrah Front	Islamic Jihad Union (IJU)
al-Qa'ida (AQ)	Islamic Movement of Uzbekistan (IMU)
Al-Qa'ida in the Indian Subcontinent	Isalamic Revolutionary Guard Corps (IRGC)
al-Qa'ida in the Arabian Peninsula (AQAP)	Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
al-Qaida in the Islamic Maghreb (AQIM)	Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
al-Shabaab	Jaish-e-Mohammed (JEM)
Ansar al-Dine (AAD)	Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Ansar al-Islam (AAI)	Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Ansar al-Shari'a in Benghazi	Jemaah Anshorut Tauhid (JAT)
Ansar al-Shari'a in Darnah	Jemaah Islamiya (JI)
Ansar al-Shari'a in Tunisia	Jaysh al-Adl (formerly Jundallah)
Ansaru	Kahane Chai (Kach)
Army of Islam (AOI)	Kata'ib Hizballah (KH)
Asa'b Ahl al-Haq (AAH)	Kurdistan Workers Party (PKK, aka Kongra-Gel)
Asbat al-Ansar (AAA)	Lashkar i Jhangvi (LJ)
Aum Shinrikyo (AUM)	Lashkar-e Tayyiba (LeT)
Basque Fatherland and Liberty (ETA)	Liberation Tigers of Tamil Eelam (LTTE)
Boko Haram	Mujahidin Shura Council in the Environs of Jerusalem (MSC)
Communist Party of the Philippines/New People's Army (CPP/NPA)	National Liberation Army (ELN)
Continuity Irish Republican Army (CIRA)	Palestine Islamic Jihad (PIJ)
Gama'a al-Islamiyya (Islamic Group - IG)	Palestine Liberation Front (PLF)
HAMAS	PFLP-General Command (PFLP-GC)
Haqqani Network (HQN)	Popular Front for the Liberation of Palestine (PFLP)
Harakat ul-Jihad-i-Islami (HUJI)	Real Irish Republican Army (RIRA)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)	Revolutionary Armed Forces of Colombia (FARC)
Harakat ul-Mujahidin (HUM)	Revolutionary People's Liberation Party/Front (DHKP/C)
Hizballah	Revolutionary Struggle (RS)
Hizbul Mujahideen (HM)	Shining Path (SL)
Indian Mujahedeen (IM)	Tehrik-e Taliban Pakistan (TTP)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)	

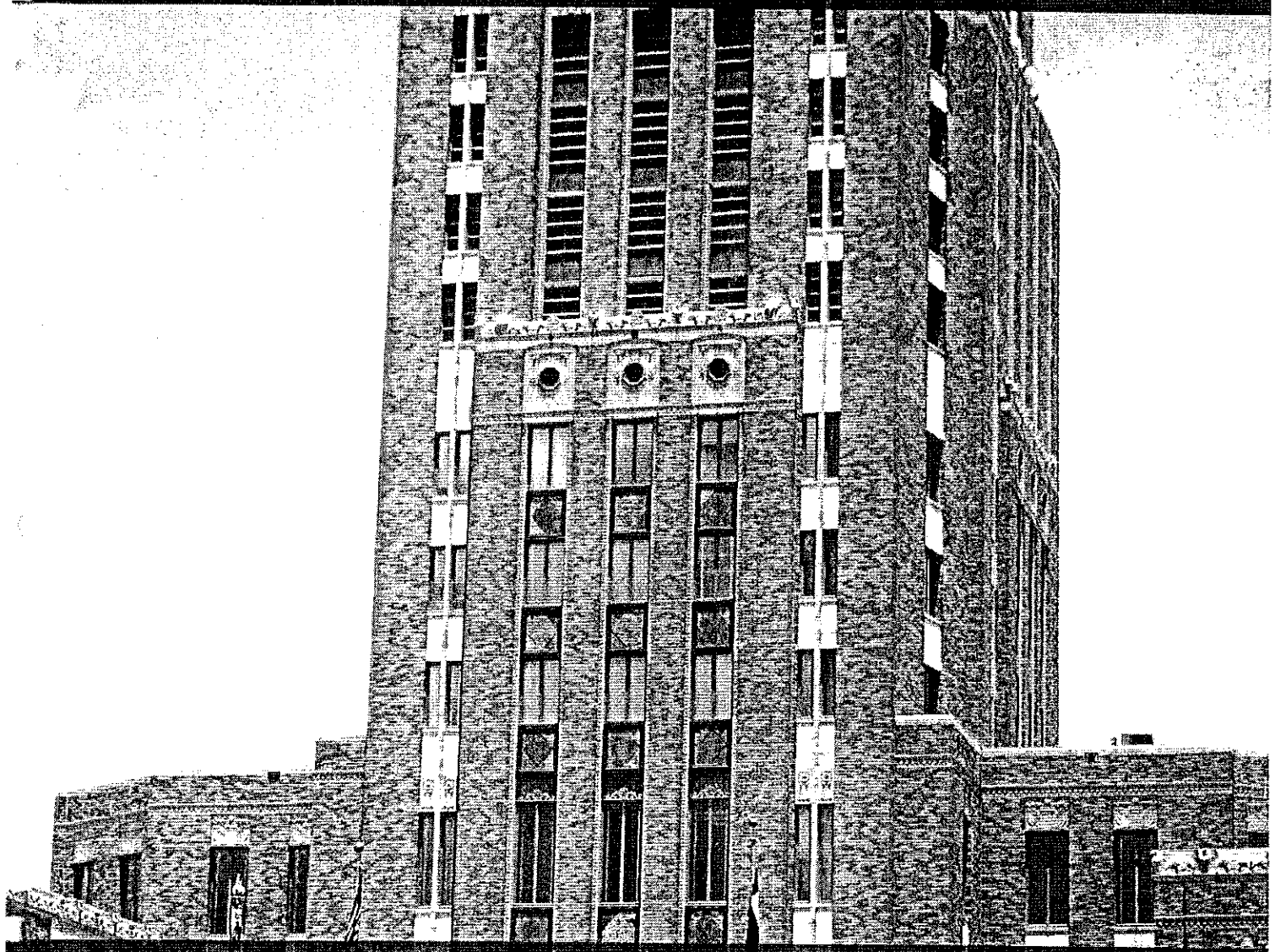
Source: U.S. Department of State https://www.state.gov/foreign-terrorist-organizations/

List of Scrutinized Companies with ties to Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270

June 2020

Company Name	ISIN
No Companies Identified	

JEFFERSON COUNTY



Statement of Qualifications

Engineering Services for RFQ 16-036/JW
Community Devemlopment Block Grant
Program Phase VI

November 29, 2016

LJA Engineering

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- Signature Page
- Vendor References
- Respondent Certification Form
- Specification Packet

FIRM PROFILE

LJA Engineering

Registered Professional Engineering Firm
Texas Board of Professional Engineering, No. F-1386

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Project Manager
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Beaumont, TX 77701
409.833.3363
409.833.0317 (fax)
jleavins@ljaengineering.com

LJA Engineering, Inc. (formerly Carroll & Blackman, Inc.) is pleased to submit our Statement of Qualifications in response to the Jefferson County's Request for Qualifications for Engineering Services. We have assembled a team of highly experienced professionals capable of managing the County's Community Development Block Grant Program's project to the County's satisfaction.

As of January 07, 2016, Carroll & Blackman, Inc. (CBI) merged with LJA Engineering, Inc. (LJA) in Houston. LJA is an employee-owned, full-service consulting engineering firm serving the public and private sectors in Texas and other southern states. With offices in Houston, Beaumont, Spring, Katy, The Woodlands, Galveston, Deer Park, Austin, Cedar Park, San Antonio, Corpus Christi, and Jacksonville, Florida, the staff of LJA includes over 600 experienced civil, transportation, structural, midstream, rail, coastal engineers, hydrologists, environmental specialists, land planners, landscape architects, construction managers, designers, GIS specialists, technicians, and surveyors. The former CBI team stands ready to continue our business and service relationships under the corporate structure of LJA.

LJA is committed to assisting clients in defining and solving drainage, transportation, water, wastewater, and architectural challenges in the Deep East and Texas Gulf Coast Areas. LJA takes pride in being a service-oriented firm which is exemplified by the firm's long tenure with its municipal clients due to our technical expertise and our responsiveness to project needs.

The LJA Team proposed for this project has experience with federally funded programs including the Texas Community Block Grant Program. Based on our previous experience with CDBG projects, LJA understands, and is familiar with, the regulatory and statutory framework relating to grant processes and construction management of construction projects funded by HUD Community Development Grant Programs.

LJA staff members have completed the TxCDBG Implementation Training Workshop and have been certified as Administrators of the TxCDBG Program by the Texas Department of Agriculture.

Additionally, LJA has successfully completed many federally funded projects with agencies including the Texas Water Development Board, the Federal Emergency Management Agency, the Environmental Protection Agency, the U.S. Department of State, the U.S. Corps of Engineers, the Texas Commission on Environmental Quality, and the U.S. Department of Housing and Urban Development (CDBG funds).

SERVICES

LJA provides professional planning, engineering, surveying and construction management services to governmental agencies, municipalities and the private sector. These services include:

Public Works
- Design/Rehab of Water & WWTP
- Site Work/Utilities
- Drainage Design
- Flood Control Studies
- SWPPP/Flood Control Studies
- Feasibility Studies/Design Reports
- Vulnerability Assessments
- Permit & Grant Applications
- Emergency Response Plans
- Construction Management

Land Development
- Discovery Program Tract Analysis
- Property Evaluations
- Condition Assessments
- Feasibility Analysis
- Water Treatment/Distribution
- Wastewater Collection/Treatment
- Hydrology & Hydraulics
- Dry Utility Coordination
- Bond Applications
- Storm Water Management
- Erosion Controls
- Sedimentation Controls
- Roadway Design
- Traffic Engineering
- Construction Administration
- Surveying
- Platting
- Special Financing Districts

Transportation/Traffic Engineering & Roadway/ Bridge Design
- Traffic Impact Analysis Studies
- Major Event Traffic Management Plans
- School Impact Analysis Studies
- Thoroughfare Planning
- Corridor & Route Studies
- Schematic Design
- Feasibility Studies
- Data Collection and Mapping
- Traffic Engineering Studies
- Traffic Signal Timing & Design
- Intelligent Transportation Systems
- Pedestrian Facilities Planning
- Signing & Pavement Markings
- Parking & Circulation Studies
- Geometrics
- Bridge Layouts
- Bridge Design
- Hydrology & Hydraulics
- Construction Sequencing
- Utility Relocations
- Retaining Walls

Urban Planning/Landscape Architecture
- Master Planning
- Feasibility Studies
- Comprehensive Due Diligence
- Community Planning
- Town Planning
- Construction Mgmt./Observation
- Design & Construction Observation
- Design Criteria & Development Standards
- Urban Renewal & Revitalization
- Retail & Mixed-Use Design
- Land Use Planning & Approvals
- Livable Communities
- Urban Design
- Leisure Design
- Neighborhood Design
- Streetscape Design
- Hardscape Design
- Greenways, Trails & Open Space
- Parks/Amenity/Recreation Design
- Site Design & Analysis
- Irrigation Design
- Zoning Strategy & Approvals
- Graphic Design
- Workable Solutions

Water Resources Planning & Design
- Regional Flood Protection Plans
- Watershed Master Plans
- Stormwater Management Plans
- Streamflow Hydrologic & Hydraulic Modeling
- Grant Applications
- 3-D Modeling
- Mapping
- Channels
- Storm Sewer Systems
- Detention Basins
- Stormwater Pumping Stations
- Levees
- Stormwater Quality Facilities
- Dams
- Water Amenities
- Field Data Collection
- Streamflow Measuring
- Stormwater Quality Investigations
- Water Quality Sampling
- NPDES Permits
- Bridge Scour Analysis
- FEMA Submittals

GIS Services
- Discovery
- Economic Development
- Utility Mapping/Utility Management
- Data Collection
- District GIS Projects/Operations
- GASB34
- Speciality Mapping/Exhibits
- ArcIMS- GIS Web Development
- Thematic Mapping/3-D Spatial Modeling
- Project Management/Development

Site Development
- Feasibility Studies
- Conceptual Grading Utility Analysis
- Site/Civil Design
- TxDOT Permitting
- Surveys/ALTA Surveys
- Infrastructure Design/Cost Estimates
- Public Hearing/Entitlement Coordination
- Project Opportunities & Constraint Evaluation
- Commercial Plats
- Utility Design & Coordination
- Design Review Assistance
- Schematic Design
- Public Involvement
- Business/Industrial Park Master Planning
- Retail/Mixed-Use/Multi-family/ Commercial
- Offices/Medical Facilities/Industrial Warehouse
- K-12 & Universities
- Parks, Stadiums, Arenas, Schools, Jails
- Government Facilities/Embassies

SCOPE OF WORK AND APPROACH

SCOPE OF WORK

Project Description

LJA will assist the County and its selected grant administrator in developing the County's application for funding under the CDBG program. LJA will meet with the County staff and officials to identify the County's most pressing needs. We will then develop the project scope of work and the opinion of probable construction costs. We will provide all exhibits and tables necessary for submittal with the funding application.

If funded, LJA will enter into an engineering contract with the County to provide professional engineering services for its project. LJA will provide all necessary services including preliminary engineering, field work, design phase services, bidding phase services, construction contract administration, and contract close out. LJA will attend status meetings and Jefferson County meetings, as necessary, in order to keep the County informed of project progress and issues.

Project Management

LJA proposes Jeff Leavins, PE to serve as Project Manager for the County's projects. Mr. Leavins has extensive experience in the design and construction of municipal and public infrastructure projects. As Project Manager, Mr. Leavins will manage and allocate the necessary LJA resources to meet the County's specific needs and to ensure that all possible variables are considered in the preliminary design phase. Mr. Leavins will be available to the County whenever needed throughout this process. LJA understands the value of service. While a returned phone call may not be seen as much, a phone call that is not returned in a very timely manner is tremendous and can have a lasting negative effect on how our clients view us. We make every effort to respond to our clients quickly. We pledge to do the same for Jefferson County.

PROJECT APPROACH

The emphasis of LJA's technical approach will be to ensure that the project will be completed in a timely manner and assure that any potential project savings, both in time and cost, will be realized by Jefferson County , thereby maximizing the benefits of the Community Development Block Grant Program funds.

LJA's technical approach utilizes a systematic, chronological and qualitative process to meet outlined milestones. This approach demonstrates our understanding of the project and how LJA will provide innovative design solutions, along with a practical engineering basis, regarding design, rehabilitation, methodology, material selection, and construction phasing, while meeting the County's engineering and operational requirements.

The overall scope includes specific tasks drawing upon LJA's technical and management skills. These tasks include the following phases: preliminary engineering; final engineering; bidding; construction engineering services; and additional services, i.e. field surveying, geotechnical investigation, and materials testing, etc. LJA utilizes its technical skills and project management experience to ensure that projects are completed on schedule and within budgetary constraints, where possible. LJA has a history of providing exceptional service and solutions to make the most of project resources and budgets.

Preliminary Engineering Services

LJA will prepare a preliminary design representing a 30% design completion for approval by the County. Such design would generally consist of preliminary layouts, sketches, recommended design criteria, replacement and/or rehabilitation methodologies, and preliminary construction cost estimates. Field surveying and geotechnical services would also be conducted at this time. The preliminary engineering services are more specifically defined below:

1. Plans showing specific replacement, rehabilitation and repair methodologies. Where justified, two or more methodologies may be recommended for the final documents as alternatives for competitive bidding.
2. Interview key operational personnel to obtain their understanding regarding existing problems, procedures used in the past and any recommended improvements to the system.
3. Obtain existing "as-built" plans and shop drawings, if available.
4. Obtain existing design plans for all currently proposed work and for work currently under construction (if any).
5. Site visit with the County Representative or Operations personnel to discuss the project.
6. Conduct field surveying services and geotechnical borings, as required.
7. Outline of the specifications.
8. Develop and/or refine cost estimates.
9. Final design and construction schedule, including any special construction phasing requirements.
10. Submittal of the preliminary engineering package for review by the County.

Final Engineering Services

Final design includes the necessary engineering services for the preparation of plans and specifications to reflect the recommended improvements. LJA will conduct monthly progress meetings during the final design phase with County staff to discuss work completed to date, schedule, and other issues. LJA will prepare completed contract documents (plans and specifications) for use in bidding and constructing the work associated with the project. The following tasks are included:

1. Incorporate all review comments and other items identified in preliminary engineering, including any alternate construction/rehabilitation technologies identified as possible cost savings, which may include trenchless construction methods.
2. Prepare detailed construction drawings, specifications, and bidding package for the proposed project.
3. Prepare technical specifications in a format acceptable to the County.
4. Prepare a final construction cost estimate based on the completed plans and specifications.
5. Submit completed documents to required regulatory agencies for review and respond to their comments.
6. Obtain required approvals from all governmental authorities with jurisdiction over the design or operation of the project.
7. Obtain signatures of all public and private utilities affected by the project.
8. Perform a technical review of contract documents and a constructability review of the documents at the 60% completion stage in conjunction with the County.
9. Interim design documents will be presented to the County for review and comment at 60%, 95%, and 100% completion milestones. The 100% set will include reproducible documents for signatures and bidding.

Bidding Services

LJA will provide the following services as directed and as agreed upon by the County:

1. Reproduce bid documents using the final construction drawings, specifications, and contract documents for bidding distribution.
2. Assist the County in preparation of the advertisement for this project including AGC, Dodge, etc.
3. LJA will distribute contract documents to prospective bidders, bidding agencies and vendors and maintain a distribution log. LJA will prepare a single Project bid document.
4. LJA will conduct a Pre-Bid Conference (Mandatory or Non-Mandatory per County) between LJA, the County, and prospective bidders, suppliers, etc., and answer, by written addenda, contractors' and suppliers' functional and technical questions during the bidding phase.

5. LJA will assist the County in the opening of bids for construction of the project, tabulate and evaluate bids, and prepare a recommendation letter for County action.
6. LJA will assist the County with issuing the Contractor Notice of Award, preparation of construction contract and Contractor Notice to Proceed.

Construction Engineering Services

LJA will perform project management duties throughout the construction phase, including tracking of the budget and schedule, and meeting with the County on a monthly basis, or as appropriate for project updates.

1. Construction administration and documentation will be performed by LJA as required to assure that the County will receive reimbursement from the Community Development Block Grant Program.
2. Conduct monthly construction progress meetings.
3. Project Manager will make periodic visits to project site to observe the progress and quality of the various aspects of the contractors' work. LJA will participate in substantial and final completion inspections of the project.
4. LJA will furnish a Resident Project Representative (RPR), assistants and other field staff to assist the County in further verifying the work of the Contractor in addition to the standard construction phase services provided by LJA above. The RPR is LJA's agent at the site, acting as directed by the Engineer and conferring with the County as necessary. LJA will continue performing project management related duties throughout construction.

Submittal Review will include the following:

- Perform technical and functional review of all shop drawings and other submittals.
- Log-in, track, and distribute submittals to the various disciplines and subconsultants.
- Respond to all contractor Requests for Information (RFI's).
- Review and comment on all Change Order requests and initiate and/or process Change Order requests when appropriate.

PROJECT EXPERIENCE

LJA Engineering, Inc. (previously Carroll & Blackman, Inc.) is a southeast Texas civil engineering firm with a long-standing (71 years) record of work on primarily public works infrastructure projects for local government entities. We have served as the design engineer on many CDBG and Texas Water Development Board projects dating back to the mid 1990's. We have successfully completed many water and wastewater improvements projects as well as street and roadway improvements projects. These projects included right of way evaluation, coordination with utilities, coordination with existing infrastructure, and rear easement utility work. This project will be particularly sensitive to the construction sequencing, methods, and time frame since much of the work will be in close proximity to the residential yards and existing infrastructure. Well thought planning and good communication will be a key to the success of this project.

Federally Funded Construction Projects

LJA Engineering, Inc. (LJA) has also been involved in other federally funded projects. These include CDBG funded projects administered through TDRA, TCDP, ORCA. Our experience with these projects date back to the mid 1970's. Additionally, we have been integrally involved in federally funded disaster recovery and mitigation projects dating back to Hurricane Rita in 2005. We are currently working on several projects related to disaster recovery especially those projects resulting from Hurricane Ike in 2008.

Work Performance

LJA has accumulated considerable experience with water and wastewater projects for a variety of clients. The following pages represent a small portion of our design and project management experience, as well as references to demonstrate our quality of work. We have also included a list of past local government clients per the RFQ requirements.

Capacity to Perform

The individuals proposed for this project are available and committed to perform their assigned roles, and will make the appropriate time commitment to ensure the successful completion of the project within the County's schedule. The LJA Team employs adequate resources to provide for design engineering, administrative support, and inspection and construction management necessary to perform the scope of services required by existing repeat clients as well as new or one-time services.

The LJA Team staff availability is one of the reasons we will provide the timely and successful completion of this project. LJA has reviewed its commitments on current projects and the commitments of its current staff. LJA confirms to Jefferson County that the staff members proposed for this project will serve in their assigned roles throughout the duration of the project. Furthermore, the current workload of the staff members proposed for this project are successfully managed to complete the tasks assigned to them in their roles on the project team.

We carefully assess our project workload before committing to any project and make necessary adjustments to accommodate the demands for manpower or resources anticipated for successful project completion. The collective team assembled for this project anticipates no difficulty meeting schedule requirements. With the current staff on hand, LJA has a wealth of staffing and technical resources readily available to serve the County. The Project Manager will closely monitor the availability of resources throughout the project and act quickly to counterbalance any shifts in manpower or resources that could impede progress.

City of Silsbee Annual Pavement Rehabilitation

CLIENT
City of Silsbee

CONTACT
Dee Ann Zimmerman
City Manager

DATE
Annual Projects

Each year, the City of Silsbee allocates funds to rehabilitate portions of its asphalt pavement. These projects usually include approximately one (1) mile of pavement depending on available funds at the time. LJA has been providing engineering services to the City on these annual projects since about 2007. We are currently completing the 2016 pavement rehabilitation project for the City. LJA's services include field work, sub surface investigation using sub consultants, design, bidding, and construction contract administration including providing a resident project representative. Most projects include some level of base repair, asphalt removal and replacement, or grinding and stabilization of the asphalt material to be used as the new pavement base.

2014 Bond Project - Merriman Avenue Concrete Pavement Replacement

CLIENT
City of Port Neches

CONTACT
Taylor Shelton, PE
Director of Public Works

DATE
2014

This project included the replacement of various concrete street sections along Merriman Avenue in Port Neches. Merriman Avenue is a heavily traveled thoroughfare in Port Neches and several of these concrete panels were cracked and crumbling due to base failure. LJA determined the subsurface conditions and designed new concrete sections for this street. This included design of the base repair, design of the concrete section, traffic control issues, bidding phase services, and construction contract administration.

Washington Boulevard - MLK to Amarillo Street

CLIENT
City of Beaumont

CONTACT
Joe Majdalani, PE
Director of Public Works

DATE
In Construction (Estimated Completion April 2017)

This project included the complete rehabilitation of 1.52 miles of an existing city street that was two lanes with an intermittent turning lane. The existing asphalt over concrete street was removed and all utilities: water, sewer, electric, phone, gas, and cable; were relocated. The new construction included new stabilized base, a widened concrete curb and gutter street to include four lanes and a turning lane, complete upgrade to the storm sewer system, and added sidewalks to both sides. The design included significant traffic control to provide for continuous residential and commercial traffic to the area. Additionally, the project included landscaping, signing, signalization, and remediation of asbestos (Transite) water lines. The plans were produced in accordance with City of Beaumont and Texas Department of Transportation requirements.

Contract A - 3.0 MGD Wastewater Treatment Plant

CLIENT
Orange County Water Control & Improvements District No. 1

CONTACT
Mr. Norman Blackman
General Manager
(409) 769-2669
Vidor, Texas

DATE
2014

COST
$14,000,000

This project included a new 3.0 MGD Aeromod wastewater treatment plant that included influent screening, grit removal, aeration, ultraviolet light disinfection, sludge ewatering, SCADA, and electrical. The program also included two (2) new sanitary sewer pump stations; one has a capacity of 2.9 MGD and the other 4.3 MGD. Approximately 25,000 LF of 16" and 18" sanitary sewer force main was constructed.

Contract C - Sanitary Sewer Rehabilitation Project

CLIENT
Orange County Water Control & Improvements District No. 1

CONTACT
Mr. Norman Blackman
General Manager
(409) 769-2669
Vidor, Texas

DATE
2014

COST
$5,677,000

This project included the rehabilitation of approximately 90,000 linear feet of 6" thru 15" sanitary sewer lines. These lines were rehabilitated by the pipebursting method of construction. Most of the lines were in city streets. This project included the rehabilitation and/or replacement of 154 manholes, 1,126 service replacements, and post construction television inspection and smoke testing. Portions of the lines were in FM 105, which is a TXDOT highway and Main Street, which runs through the center of Vidor. The project has been completed and we have performed a post construction pavement evaluation in order to comply with TXDOT requirements.

Other projects in this program included a new 3.0 MGD Aeromod wastewater treatment plant that included influent screening, grit removal, treatment plant that included influent screening, grit removal, treatment, aeration, ultraviolet light disinfection, sludge dewatering, SCADA, and electrical. The program also included two (2) new sanitary sewer pump stations; one has a capacity of 2.9 MGD and the other 4.3 MGD. Approximately 25,000 LF of 16" and 18" sanitary sewer force main was constructed.

Sanitary Sewer and Water Rehabilitation

CLIENT
City of Port Neches

CONTACT
Mr. Taylor Shelton
Director of Public Works
(409) 719-4204
Port Neches, Texas

DATE
2014

COST
$1,700,000

This project included the rehabilitation of approximately 24,000 linear feet of 6" thru 15" sanitary sewer line through various methods of rehabilitation. They included pipebursting, cured in place, and removal and replacement. Line locations included streets, behind the curb, and rear easements. The project also included the replacement and rehabilitation of approximately 46 manholes and 223 services.

The City of Port Neches values citizen satisfaction. All projects for the City are designed and constructed with this in mind. LJA (formerly CBI) made every attempt to prepare plans that identified as much existing private property infrastructure as possible to require that construction phasing caused the least amount of disruption to the public as possible.

Other Sanitary Sewer Rehabilitation Projects for the City of Port Neches:

2009 CDBG Sanitary Sewer Rehabilitation Project
Date: 2010
Cost: $192,000
Rehabilitation of 2,248 LF of 8" Sanitary Sewer Line, 15 manholes, 33 services

2008 CDBG Sanitary Sewer Rehabilitation Project
Date: 2008
Cost: $772,000
Rehabilitation by pipebursting and cured in place of 9,108 LF of 6" thru 10" sanitary sewer line, 48 manholes, and 143 services in rear easements

2012 CDBG Sanitary Sewer Improvements Project

CLIENT
Trinity Bay Conservation District

CONTACT
Mr. Jerry Shadden
General Manager
(409) 296-3602
Chambers County, Texas

DATE
2013

COST
$258,000

This project included the rehabilitation of approximately 4,102 linear feet of 6" thru 10" sanitary sewer line through the pipebursting method of rehabilitation. This area is relatively low and flat with a high ground water table. The purpose of this project was to eliminate the inflow and infiltration being experienced by this portion of the collection system. The project also included the replacement and rehabilitation of approximately 14 manholes and 25 services.

Other Sanitary Sewer Rehabilitation Projects for the Trinity Bay Conservation District

2008 CDBG Sanitary Sewer Improvements Project
Date: 2008
Cost: $147,000
Rehabilitation of 1,890 LF of 8" thru 12" sanitary sewer Line, 15 manholes, 13 services

2011 CDBG Sanitary Sewer Improvements Project

CLIENT
City of Nome

CONTACT
Honorable Kerry Abney
Mayor
(409) 253-2391
Nome, Texas

DATE
2013

COST
$160,000

This project included the rehabilitation of approximately 3,133 linear feet of 8" sanitary sewer line through the pipebursting method of rehabilitation. Most of these lines were in the roadside ditches where inflow and infiltration potential is high. The project also included the replacement and rehabilitation of approximately 9 manholes and 25 services.

Other Sanitary Sewer Rehabilitation Projects for the City of Nome

2008 CDBG Sanitary Sewer Improvements Project
Date: 2010
Cost: $163,000
Rehabilitation of 3,359 LF of 8" thru 10" Sanitary Sewer Line, 5 manholes, 37 services

2011 CDBG Sanitary Sewer Improvements Project

CLIENT
City of Silsbee

CONTACT
Ms. DeeAnn Zimmerman
City Manager
(409) 385-2863
Silsbee, Texas

DATE
2010

COST
$154,000

This project included the rehabilitation of approximately 1,949 linear feet of 8" sanitary sewer line through the pipebursting method of rehabilitation. All these lines were in the middle of the streets. Pavement replacement, traffic control, and public access was a significant project objective. The project also included the replacement and rehabilitation of approximately 14 manholes and 28 services.

Other Sanitary Sewer Rehabilitation Projects for the City of Silsbee

2003 CDBG Sanitary Sewer Rehabilitation Project
Date: 2003
Cost: $210,000
Rehabilitation of 2,600 LF of 8" thru 10" sanitary sewer interceptore, 8 manholes

1999 CDBG Sanitary Sewer Rehabilitation Project
Date: 1999
Cost: $220,000
Rehabilitation of 6,000 LF of 8" sanitary sewer line, 12 manholes, 30 services

1997 CDBG Sanitary Sewer Rehabilitation Project
Date: 1997
Cost: $200,000
Rehabilitation of 5,000 LF of 8" sanitary sewer line, 10 manholes, 20 services

1996 CDBG Sanitary Sewer Rehabilitation Project
Date: 1996
Cost: $195,000
Rehabilitation of 2,800 LF of 8" sanitary sewer line, 9 manholes, 28 services

TWDB Funded Tier 2 CWSRF Sanitary Sewer Lift Station Improvement Project

CLIENT
Lumberton Municipal Utility District

CONTACT
Mr. Roger Fussell
General Manager
(409) 755-1559
Lumberton, Texas

COST
$4,300,000

The scope of the engineering services for this project included sanitary sewer system improvements including the design of seven (7) sanitary sewer pump stations and related force mains. These pump stations range in size from 0.5 to 2 MGD pump stations. The project also included the design of new 8" thru 12" sanitary sewer gravity mains and force mains.

LJA (formerly CBI) provided preliminary planning and reporting for financial applications and bond sales. We provided surveying services, designed all seven (7) lift stations, designed force mains, designed the gravity sanitary sewer lines, and provided construction contract administration. Design services included site design, structural design, detailed pumping design, electrical, and controls.

Sanitary Sewer Improvements Contract A and C

CLIENT
Lumberton Municipal Utility District

CONTACT
Mr. Roger Fussell
General Manager
(409) 755-1559
Lumberton, Texas

COST
$4,100,000

The scope of the engineering services for these projects included sanitary sewer system improvements including the design of 12,910 linear feet of 12" gravity sanitary sewer line, 1,410 linear feet of 42" gravity sanitary sewer line, 10,745 linear feet of 30" gravity sanitary sewer line, 2,314 linear feet of 42" gravity sanitary sewer line, 1,481 linear feet of 48" gravity sanitary sewer line, and 500 linear feet of 60" gravity sanitary sewer line. Other improvements included manholes, bores, casings, and tunnels.

Engineering services included providing preliminary planning and reporting for financial applications and bond sales. Other services included providing surveying services, designing the gravity sanitary sewer lines and providing construction contract administration. Design services included site design, structural design, detailed pumping design, electrical, and controls.

Surface Water Treatment Plant Rehabilitation

CLIENT:
City of Anahuac

CONTACT
Mr. Ken Bays
City Administrator
(409) 267-6681
Anahuac, Texas

DATE
In Construction

This project includes the rehabilitation of critical infrastructure at the surface water treatment plant for the City. The plant has been out of service since July of 2010. This project will place it back into service. It includes the rehabilitation of the clarifier equipment, filter media, chemical feed system, new pumps, piping, electrical, and controls. Services include surveying, civil design, process design, bidding phase, construction contract administration, and construction observation. Each of the personnel on this project will be involved in the current TWDB projects.

Surface Water Treatment Plant Raw Water Pond

CLIENT
City of Anahuac

CONTACT
Mr. Ken Bays
City Administrator
(409) 267-6681
Anahuac, Texas

DATE
In Construction

This project includes the construction of a raw water pond at a site remote from the existing surface water treatment plant (WTP). It includes 40 to 50 days of water storage for the City. It will help improve water quality by providing settling time prior to treatment. A raw water pump station will deliver raw water to the WTP through a mile long 10" raw water transmission line. A chlorine dioxide disinfection system will utilize the 10" raw water line for contact time instead of requiring the construction of an expensive concrete contact basin. Services include surveying, civil design, process design, bidding phase, construction contract administration, and construction observation. Each of the personnel on this project will be involved in the current TWDB projects.

Water Distribution System Improvements

CLIENT
City of Anahuac

CONTACT
Mr. Ken Bays
City Administrator
(409) 267-6681
Anahuac, Texas

DATE
2014

This project replaced 9,430 LF of small deteriorated water lines with new 6" water lines. LJA coordinated the water line locations to minimize impacts to existing utilities. Services included surveying, design, bidding phase, construction contract administration, and part time construction observation. Each of the personnel on this project will be involved in the current TWDB projects.

CDBG EXPERIENCE

City of Sour Lake, Texas
FY 2013 Sanitary Sewer Improvements Project
CDBG Project No. 713441
July 2014

County of Chambers, Texas
FY 2012 TBCD Winnie Sanitary Sewer Improvements Project
CDBG Project No. 712051
October 2013

City of Port Neches, Texas
FY 2012 Post Office Lift Station Rehabilitation Project
CDBG Project No. 712291
July 2013

City of Silsbee, Texas
FY 2012 CDBG Sanitary Sewer Rehabilitation Project
CDBG PROJECT NO. 712341
June 2013

City of Nome, Texas
FY 2011 CDBG Sanitary Sewer Improvements Project
CDBG Project No. 711350
December 2012

City of Anahuac, Texas
2012 Sanitary Sewer Replacement Project
CDBG Project No. 711009
July 2012

City of Devers, Texas
50,000 Gallon Elevated Water Storage Tank Rehabilitation
2010 TxCDBG Project No. 710181
February 2012

City of Silsbee, Texas
FY 2009 CDBG Sanitary Sewer Improvements Project
CDBG Project No. 729939
June 2010

City of Nome, Texas
FY 2008 CDBG Sanitary Sewer Rehabilitation Project
CDBG Project No. 728309
February 2010

City of Silsbee, Texas
2008 DRS Round II/Critical Infs. Project
TxCDBG Project No. DRS0707
Drainage Improvements, Dearman Street To SH 327
February 2009

City of Nome, Texas
2006 CDBG Sanitary Sewer System Improvements Project, Sanitary Sewer Lift Station & Force Main Construction
CDBG Project No. 72641
December 2008

Hardin County, Texas
FY 2007 - FY 2008 CDBG Sanitary Sewer Project
First Time Sanitary Sewer Service
CDBG Project No. 727189
June 2008

City of Vidor, Texas
2005/2006 Wastewater Systems Improvements Project
Pipe-Bursting & Closed-Circuit Televising
CDBG Project No. 726689
April 2007

City of Silsbee, Texas
2005 CDBG Water System Improvements Project
150,000 Gallon Elevated Storage Tank
CDBG Project No. 725799
May 2006

Orange County, Texas
Mauriceville Special Utility District
2005 CDBG Proposed First Time Water Service for Dixie Road and Rebel Road
CDBG Project No. 725631
May 2006

City of Nome, Texas
2004/2005 Water & Wastewater
Systems Improvements Project
Wastewater Treatment Plant Effluent Pond
CDBG Project No. 724581
March 2006

City of Sour Lake, Texas
2004 CDBG Wastewater Systems Improvement Project
Lift Station and Sanitary Sewer System Improvements
CDBG Project No. 724721
January 2005

Hardin County, Texas
North Hardin Water Supply Corporation
2003 CDBG Water Systems Improvement Project
CDBG Project No. 723351
June 2004

Hardin County, Texas
FY 2002 - FY 2003 Disaster Relief Project
Rectification and Enlargement of Coon Marsh Gully
Diversion and Woodway Drive Outfalls
CDBG Project No. 722087
June 2004

City of Silsbee, Texas
2002 CDBG Sanitary Sewer System Improvements
Bore of State Highway 327 Encasement
CDBG Project No. 722731
June 2003

City of Silsbee, Texas
2002 CDBG Sanitary Sewer System Improvements
18" Sanitary Sewer Line Pipebursting Project
CDBG Project No. 722731
June 2003

Chambers County, Texas
Trinity Bay Conservation District
First Time Sewer Project
Construction of Sanitary Sewer Lines
CDBG Project No. 723131
June 2003

City of Woodville, Texas
2002 CDBG Sanitary Sewer System Improvements
CDBG Project No. 722841
August 2002

City of Nome, Texas
2001 CDBG Water and Sewer Improvements Project
CDBG Project No. 721581
August 2002

City of Sour Lake, Texas
2002 CDBG Water System Improvements Project
100,000 Gallon Elevated Storage Tank
CDBG Project No. 721769
October 2001

Orange County, Texas
Mauriceville Special Utility District
2002 CDBG Water System Improvements Project
150,000 Gallon Elevated Storage Tank
CDBG Project No. 721601
October 2001

KEY PERSONNEL

LJA employs diverse competencies of staff with adequate resources of over 600 personnel, and includes all engineering, design, construction management and support personnel necessary for performing the scope of services required by the County. LJA is capable of meeting the County's objectives with an efficient, knowledgeable and responsible team. Full resumes for key personnel designated to this project are attached. As a summary of our team's qualifications, we have also included bios for key staff in the following section. ***All of our professional engineers are registered in good standing with the Texas Professional Board of Engineers.***

The individuals proposed for this project are available and committed to perform their assigned roles, and will make the appropriate time commitment to ensure the successful completion of the project within the County's schedule. The LJA Team staff availability is one of the reasons we will provide the timely and successful completion of this project.

LJA has reviewed its commitments on current projects and the commitments of its current staff. LJA confirms to the County that the staff members proposed for this project will serve in their assigned roles throughout the duration of the project. Furthermore, the current workload of the staff members proposed for this project are successfully managed to complete the tasks assigned to them in their roles on the project team.

We carefully assess our project workload before committing to any project and make necessary adjustments to accommodate the demands for manpower or resources anticipated for successful project completion. The collective team assembled for this project anticipates no difficulty meeting schedule requirements.

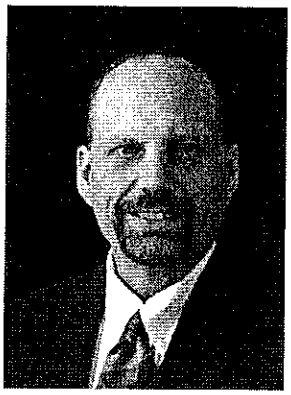
With the current staff on hand, LJA has a wealth of staffing and technical resources readily available to serve the County. The Project Manager will closely monitor the availability of resources throughout the project and act quickly to counterbalance any shifts in manpower or resources that could impede progress.

TEAM BIOS

Education

B.S., Civil Engineering, Lamar University (1992)

PE # 81919



Toby J. Davis, PE, - Principal-In-Charge

Mr. Davis is currently a Vice President of the firm, and has over 26 years of experience. He will be active in all phases of the services provided to the County to ensure that the goals of the County and the task or project are achieved. The primary engineer will coordinate all work within the firm as well as monitor the anticipated project and construction budget as the project is being designed. He has managed projects administered through the Texas Community Development Program, (Community Development Block Grant [CDBG]), the Texas Water Development Board (TWDB), and private funding agencies as well as projects receiving funding through commercial bond sales. Mr. Davis' experience includes sanitary sewer rehabilitation projects, new collection system construction, sanitary sewer lift stations, wastewater treatment plants, water treatment plants, water supply wells, water distribution system design, water system booster pump stations, elevated and ground storage tanks, potable water wells, and water system distribution system studies.

Education

B.S. Civil Engineering, Lamar University (2007)

PE # 111537

Jeff Leavins, PE, Senior Project Manager

Jeff Leavins has 17 years of experience in water and sewer infrastructure design. He has provided design services for various projects including environmental assessments, water treatment plant design, water well design, water distribution system design, and water distribution system analyses. Mr. Leavins has been the Project Manager and Design Engineer on 12 federally procured projects funded by the Texas Water Development Board and through the Texas Community Development Program (TCDP/CDBG). He is fluent in various computer aided design programs including the water distribution system hydraulic modeling program PIPE2000 and Auto CAD Civil 3D 2008.

Education

A.S., Computer Drafting Technology, Lamar University (1994)

Jeff B. Scogin, Engineering Technician

Mr. Scogin has over 25 years of experience in civil engineering design/drafting and land surveying. Responsibilities have included assistant project management, project coordination with field crews and utility companies, layout and design, preparation of plats, maps, and construction plans. Surveying experience includes industrial plants, residential subdivisions, private and commercial acreage surveys, topographic surveys, right-of-way surveys, acquisitions, and preparation of legal descriptions. He is fluent in various computer aided graphics programs including AutoCAD and MicroStation.

TEAM BIOS

Education

B.S, Construction Science, Texas A&M University (1997)

Jim Hughes, Project Representative

Mr. Hughes has over 19 years of experience with project management, estimating, scheduling, and project controls for industrial, commercial, and municipal construction projects. Mr. Hughes has been responsible for multiple construction inspections including: site work, underground utilities, drainage system improvements, wastewater improvements, lift station construction, low pressure sewer systems, concrete paving, water production facilities and industrial business park development.

CERTIFICATE OF INSURANCE

Client#: 180670 LJAENGIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/25/2016

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

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

PRODUCER	CONTACT NAME: Dinora Ancira
USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: dinora.ancira@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Commerce & Industry Insurance C	19410
INSURER C : Hartford Fire Insurance Co	19682
INSURER D : Berkley Insurance Company	32603
INSURER E :	
INSURER F :	

INSURED: LJA Engineering, Inc.
2929 Briarpark Dr. Ste 600
Houston, TX 77042

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $10,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			61UUNJD0702	09/01/2016	09/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000** $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			61UUNJD0702	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			BE15433704	09/01/2016	09/01/2017	EACH OCCURRENCE AGGREGATE	$25,000,000 $25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		61WBVX6527	09/01/2016	09/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liability			AEC901113101	09/01/2016	09/01/2017	$5,000,000 per claim $5,000,000 annl aggr.	

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

30 day notice of cancellation except 10 day notice of cancellation for non-payment of premium.

Blanket Additional Insured including products/completed operations coverage(all policies except Professional Liability and Workers Compensation) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms HG00 01 06 05(GL);
(See Attached Descriptions)

CERTIFICATE HOLDER

LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, TX 77042-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robert E. Hollamon

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ACORD 25 (2014/01) 1 of 2 The ACORD name and logo are registered marks of ACORD
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LITIGATION STATEMENT

LJA is involved in disputes, litigations, and investigations from time to time. LJA is not involved in any disputes, investigations, litigations presently that involve a potential material contingent loss to the company or that could potentially impair its operations or ability to perform the work under this contract. LJA has completed all contracts or is currently completing all contracts it was awarded. LJA has not failed to complete an engagement for engineering services and has not had any contract failures. LJA has never been judged guilty or liable in a civil or criminal litigation matter.

ATTACHMENTS

TOBY DAVIS, PE

VICE PRESIDENT/PRINCIPAL-IN-CHARGE

LJA Engineering

EDUCATION
1992, BS, Civil Engineering, Lamar University

PROFESSIONAL LICENSE
1997, Professional Engineer, Texas #81919

PROFESSIONAL MEMBERSHIP
American Society of Civil Engineers
National Society of Professional Engineers
Texas Society of Professional Engineers

SUMMARY OF QUALIFICATIONS

Mr. Davis has over 26 years of experience and will be active in all phases of the services provided to ensure that the goals of the client and the task or project are achieved. He has managed projects administered through the Texas Community Development Program, the Texas Water Development Board (TWDB), and private funding agencies as well as projects receiving funding through commercial bond sales. Mr. Davis' experience includes sanitary sewer rehabilitation projects, new collection system construction, sanitary sewer lift stations, wastewater treatment plants, water treatment plants, water supply wells, water distribution system design, water system booster pump stations, elevated and ground storage tanks, potable water wells, and water system distribution system studies.

PROJECT EXPERIENCE

Orange County WCID No. 1 – Designed a 3.0 MGD wastewater treatment plant; designed a 4.3 MGD and a 2.9 MGD pump station; designed 25,000 linear feet of 16-inch force main; designed 100,000 linear feet of sanitary sewer rehabilitation.

Trinity Bay Conservation District – Development of Water System Master Plan; designed two 250,000 gallon elevated storage tanks; designed approximately 150,000 linear feet of 12-, 8-, and 6-inch water transmission lines; designed the West Water Treatment Plant; designed the Winnie Water Treatment Plant.

Lumberton MUD – Low pressure sanitary sewer collection system; designed a 2,500 gallon per minute water supply well, water plant improvements to service the water well, and distribution system improvements; development of a water system master plan; sanitary sewer system improvements including the design of seven sanitary sewer pump stations, seven new sanitary sewer lift stations and related force mains.

West Jefferson County MUD – Development of a Water System Master Plan including the construction of a computer model of the water system.

North Hardin Water Supply Corporation – Designed water system improvements; 250,000 gallon elevated storage tank; 1,100 gpm water well; pump station improvements; 35,000 linear feet of water line.

Mauriceville Municipal Utility District – Designed the rehabilitation of a 150,000 gallon elevated storage tank and a 100,000 gallon ground storage tank; pump station improvements; chemical feed system improvements.

City of Sour Lake, Texas – Water system improvements; 500 gpm water well; pump station improvements; designed 100,000 gallon elevated storage tank.

Vidor Independent School District – Water well, ground storage tank, booster pump station and miscellaneous piping.

City of Silsbee, Texas – Designed six lift stations and collection system improvements; sanitary sewer rehabilitation using pipebursting; sanitary sewer lift station and collection system improvements.

City of Nome, Texas – Water treatment plant control system including pumps, chemical feed system, motor control systems, and header piping.

City of Beaumont, Texas – Design of two major sanitary sewer interceptor rehabilitation projects including 33-, 24-, and 21-inch interceptors. He also performed a feasibility study for the rehabilitation of an additional 21-inch interceptor.

Additional Project Experience

- Hardin County WCID #1 - low pressure sanitary sewer collection system
- City of China - complete rehabilitation of the City's Sanitary Sewer Lift Stations
- Various studies including tracer studies, water reuse studies, and roadway and feasibility studies
- Water distribution system analyses for Jefferson County WCID #10 and for Mauriceville Municipal Utility District
- Water treatment plant improvements for the City of Rose City, Texas

JEFF LEAVINS, PE

PROJECT MANAGER

LJA Engineering

EDUCATION

2007, BS, Civil Engineering, Lamar University, Beaumont, Texas

PROFESSIONAL LICENSE

2012, Professional Engineer, Texas #111537

PROFESSIONAL MEMBERSHIP

American Society of Civil Engineers

SUMMARY OF QUALIFICATIONS

Mr. Leavins has over 17 years of civil engineering experience, including over 10 years of experience in the water and sanitary sewer industry. As the primary engineer, he will coordinate all work within the firm, as well as monitor the anticipated project and construction budget as the project is being designed. He has managed projects administered through the Texas Community Development Grant Program (CDGP), the Texas Water Development Board (TWDB), and private funding agencies, as well as projects receiving funding through commercial bond sales.

Mr. Leavins' experience includes sanitary sewer rehabilitation projects, new collection system construction, sanitary sewer lift stations, wastewater treatment plants, water treatment plants, water supply wells, water distribution system design, water system booster pump stations, elevated and ground storage tanks, potable water wells, water system distribution system studies, environmental assessments, feasibility studies, capacity studies, and analyses. He is fluent in various computer aided design programs including KYPipe, Auto CAD Civil 3D, Hydraulic Pipe Modeling, the Hydrologic Engineering Center River Analysis System (HEC-RAS) and Hydrologic Modeling System (HEC-HMS) software.

PROJECT EXPERIENCE

Lumberton Municipal Utility District

- Design of seven (7) new sanitary sewer lift stations.
- Development of a water system master plan including the development of a computer hydraulic model (KY-Pipe) for the LMUD water system.
- Development of new development capacity studies for water and sewer utilities.

Trinity Bay Conservation District

- Design of the Smith Point Wastewater Treatment facility including constructed wetlands.
- Design of a low pressure sanitary sewer master plan for Smith Point, Texas.
- Design of a water distribution system and high service pump station facility including ground storage tank, disinfection system, and facility site layout.
- Design of two (2) new lift stations to service Texas Department of Transportation's new rest areas in Chambers County.

Tyler County Water Supply Corporation

- Design of the rehabilitation of the existing Dam B High Service Pump Station including electrical controls and suction/discharge piping modifications.

Memorial Hermann Baptist Hospital

- Design of a new sanitary sewer lift station to service the new Baptist Hospital located in Beaumont, Texas.

City of Nome, Texas

- Water treatment facility discharge polishing pond including lift station and piping

Miscellaneous Projects:

- Orange County WCID #1 – Sanitary sewer collection system rehabilitation.
- Various development work for subdivisions and commercial developments.
- Analyzed numerous water systems for the submittal/approval of a TCEQ Alternative Capacity Requirement (ACR).

Jefferson County Drainage District No. 7

- Design of a new 1.5 million gpm pump station located in Port Arthur's hurricane protection levee.

City of Vidor

- Design a new concrete crown-span for the existing Lindburg Street crossing over Schoolhouse Ditch.

City of Port Neches, Texas

- Design of the Ridgemont sanitary sewer lift station and force main.
- Design and rehabilitation of the existing Pine Street sanitary sewer lift station.
- Design and rehabilitation of the existing Little Abbyville area sanitary sewer collection system.

JEFF SCOGIN

ENGINEERING TECHNICIAN

LJA Engineering

EDUCATION

1994, AS, Computer Drafting Technology, Lamar University

SUMMARY OF QUALIFICATIONS

Mr. Scogin has worked on various projects including water distribution and storage systems, wastewater collection systems, storm water collection systems, subdivisions, structural steel projects, land development, and building design projects. He is fluent in various computer aided graphics programs including AutoCAD and MicroStation. He also has experience in most aspects of field surveying.

PROJECT EXPERIENCE

Mauriceville Municipal Utility District - Responsible for generation of plans and specifications for: 150,000 gallon elevated storage tank.

City of Sour Lake - Responsible for generation of plans and specifications for: 100,000 gallon elevated storage tank.

City of Beaumont - Responsible for design and drawings for a major sanitary sewer interceptor rehabilitation project, including 36-, 27-, 24-, and 21-inch interceptors.

City of Silsbee - Responsible for generation of plans and specifications for:

- One (1) lift station
- 1,500+ linear feet of 4-inch PVC sanitary sewer force main
- 4,800+ linear feet of 8-inch PVC sanitary sewer gravity main
- 2,800+ linear feet of low pressure sanitary sewer
- 1,100+ linear feet of 2-inch PVC waterline

City of Orange - Drafted and designed the layout of 11 miles of sanitary sewer improvements.

Trinity Bay Conservation District - Responsible for generation of plans and specifications for: 250,000 gallon elevated storage tank; 22,000 linear feet of 12-inch water main; 274,000 gallon ground storage tank.

City of Nome - Responsible for generation of plans and specifications for: Rehabilitation of four sanitary sewer lift stations; 2,300 linear feet of 8-inch PVC sanitary sewer force main; sanitary collection system improvements; various water treatment plant improvements.

City of West Orange - Designed and drafted site plan for new administration building.

Church of Living Water - Designed and drafted site plan for new church building.

Inland Eastex - Designed and drafted structural steel project for two paper machines.

City of Port Arthur - Drafted various storm water improvement projects.

JIM HUGHES

RESIDENT PROJECT REPRESENTATIVE

LJA Engineering

EDUCATION

1997, BS, Construction Science, Texas A&M University

SUMMARY OF QUALIFICATIONS

Mr. Hughes has worked on various projects including project management, estimating, scheduling, and project controls for industrial, commercial, and municipal construction projects. Mr. Hughes has been responsible for multiple construction inspections including: site work, underground utilities, drainage system improvements, wastewater improvements, lift station construction, low pressure sewer systems, concrete paving, water production facilities and industrial business park development.

PROJECT EXPERIENCE

Lumberton Municipal Utility District – Wastewater Treatment Plant #2 Headworks & Influent Lift Station; Jordan Drive Lift Station construction; gravity sewer line construction.

Trinity Bay Conservation District (TBCD) - Pipe bursting construction; water treatment plant construction; Hankamer water line construction; Winnie – Stowell water line construction.

City of Sour Lake - Manhole rehabilitation; pipe bursting construction.

City of Nome - Lift Station and affluent pond construction; pipe bursting construction.

City of Vidor - Sewer system improvements.

Jefferson County Drainage District 7 (DD7) - Concrete drainage ditch expansion; bridge crossing demolition and construction including drainage, dirt volume calculations, utilities, and concrete paving details.

City of Port Neches - Pipe bursting construction.

BOBBY FILLYAW

BUSINESS DEVELOPMENT DIRECTOR

LJA Engineering

EDUCATION

BAAS Stephen F. Austin (1988)
Economic Development Institute University of Oklahoma (1994)

SUMMARY OF QUALIFICATIONS

Bobby Fillyaw is the Director of Business Development for East Texas. He has 10 years of experience working for the Texas Senate, Texas Comptroller's Office and 18 years of experience working for both County and City governments in economic development, management and many other capacities. He has been involved in planning and implementation of water, wastewater, street improvements, storm water protection systems, public facilities development and land use planning and zoning projects in both Central and Southeast Texas. While serving as Director of Economic Development for Orange County, Bobby was actively involved in the recovery efforts for both the public and private sectors during hurricanes Rita, Gustav and Ike. He is available to assist in communications with clients and identifying community needs before, during and after project completions.

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Mary K. Gallo

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation Webinar

And is certified to Administer TxCDBG contracts.

Awarded this 20th day of September 2016

Suzanne Barnard Director for Community Development Block Grant Program

SAM Search Results
List of records matching your search for :

Search Term : LJA* engineering* Inc.*
Functional Area: Entity Management, Performance Information
Record Status: Active, Inactive

ENTITY	LJA Engineering , Inc	Status:Active
DUNS: 025475513	+4:	CAGE Code: 5SZM5 DoDAAC:
Expiration Date: Apr 20, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2929 Briarpark Dr Ste 600 City: Houston ZIP Code: 77042-3768		State/Province: TEXAS Country: UNITED STATES

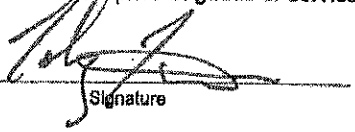
October 03, 2016 11:44 AM

Page 1 of 1

Signature Page

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

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

LJA Engineering, Inc.	
Firm (Entity Name)	Signature
3120 Fannin Street	Toby J. Davis
Street & Mailing Address	Print Name
Beaumont, TX 77701	11-22-2016
City, State & Zip	Date Signed
409.833.3363	409.833.0317
Telephone Number	Fax Number
tdavis@ljaengineering.com	
E-mail Address	

Respondent Shall Return Completed Form with Offer.

Vendor Reference

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE	
Government/Company Name:	City of Anahuac
Address:	P.O. Box 578, Anahuac, TX 77514
Contact Person and Title:	Ken Bays, City Administrator
Phone: 409.267.6681	Fax: 409.267.6839
Email Address:	ken.bays@anahuac.us
Contract Period: 2012-Present	Scope of Work: Engineering Services

REFERENCE TWO	
Government/Company Name:	City of Silsbee
Address:	105 S. 3rd Street, Silsbee, TX 77656
Contact Person and Title:	DeeAnn Zimmerman, City Manager
Phone: 409.385.2863	Fax: 409.385.7033
Email Address:	deeann@city of silsbee.com
Contract Period: 1996-Present	Scope of Work: Engineering Services

REFERENCE THREE	
Government/Company Name:	OCWC&ID No. 1
Address:	460 E. Bolivar, Vidor, TX 77662
Contact Person and Title:	Norman Blackman, General Manager
Phone: 409.769.2669	Fax: 409.769.3927
Email Address:	nblackman@ocwc1.com
Contract Period: 2001-Present	Scope of Work: Engineering Services

Offeror Must Complete and Return This Page With Offer.

Respondent's Certification

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

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

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

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

LJA Engineering, Inc.
NAME OF BUSINESS

BY:
SIGNATURE

Toby J. Davis, Vice President
NAME & TITLE, TYPED OR PRINTED

3120 Fannin Street
MAILING ADDRESS

Beaumont, TX 77701
CITY, STATE, ZIP CODE

(409) 833.3363
TELEPHONE NUMBER

Sworn to and subscribed before me this 28th day of November, 2016

Notary Public

State of Texas

My Commission Expires: 10/23/2018

MARY KATHRYN GALLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-23-2018

Respondent Shall Return Completed Form with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

November 7, 2016

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

Dear Vendors:

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

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

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

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

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

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

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

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas
Publish: Beaumont Enterprise & Port Arthur News – November 9th & November 16th, 2016

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

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

The following outlines this request for qualifications.

1. Scope of Work

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

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

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

2. Statement of Qualifications

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

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

Offerors should also address the following topics within their response:

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

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

3. Evaluation Criteria

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

Criteria	Maximum Points
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

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

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

4. Deadline for Submission

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

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

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

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

Offeror is responsible for including within their response to this RFQ, (1) one original qualifications statement to include a completed copy of this specifications packet in its entirety and (5) five hard copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response and any other documentation requested within these specifications.

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

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

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

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

County Holidays – 2016:

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

Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

6. Laws and Regulations

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

7. Insurance Requirements

The contractor (including any and all subcontractors as defined in Section 8.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

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

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

II. ADDITIONAL REQUIREMENTS

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

B. Certificate of Insurance:

* The **County of Jefferson** must be named as an **additional insured** on the liability coverage and a **blanket waiver of subrogation** is required on all applicable Policies – **applicable endorsements MUST accompany the Certificate of Insurance.**

* At a minimum, the carrier must be rated by A.M. Best with an A-VII or better.

8. Workers' Compensation Insurance

8.1 Definitions:

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

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

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

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

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

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

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

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

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

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

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

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

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Section 9. Additional Information

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

Section 10. Terms and Conditions

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

5. **Vendor Registration: SAM (System for Award Management).**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

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

7. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Vendor Reference

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE	
Government/Company Name:	City of Anahuac
Address:	P.O. Box 578, Anahuac, TX 77514
Contact Person and Title:	Ken Bays, City Administrator
Phone: 409.267.6681	Fax: 409.267.6839
Email Address:	ken.bays@anahuac.us
Contract Period: 2012-Present	Scope of Work: Engineering Services

REFERENCE TWO	
Government/Company Name:	City of Silsbee
Address:	105 S. 3rd Street, Silsbee, TX 77656
Contact Person and Title:	DeeAnn Zimmerman, City Manager
Phone: 409.385.2863	Fax: 409.385.7033
Email Address:	deeann@city of silsbee.com
Contract Period: 1996-Present	Scope of Work: Engineering Services

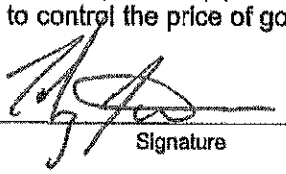
REFERENCE THREE	
Government/Company Name:	OCWC&ID No. 1
Address:	460 E. Bolivar, Vidor, TX 77662
Contact Person and Title:	Norman Blackman, General Manager
Phone: 409.769.2669	Fax: 409.769.3927
Email Address:	nblackman@ocwc1.com
Contract Period: 2001-Present	Scope of Work: Engineering Services

Offeror Must Complete and Return This Page With Offer.

Signature Page

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

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

LJA Engineering, Inc.	
Firm (Entity Name)	Signature
3120 Fannin Street	Toby J. Davis
Street & Mailing Address	Print Name
Beaumont, TX 77701	11-22-2016
City, State & Zip	Date Signed
409.833.3363	409.833.0317
Telephone Number	Fax Number
tdavis@ljaengineering.com	
E-mail Address	

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

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

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

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

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

LJA Engineering, Inc.
NAME OF BUSINESS

BY: _____
SIGNATURE

Toby J. Davis, Vice President
NAME & TITLE, TYPED OR PRINTED

3120 Fannin Street
MAILING ADDRESS

Beaumont, TX 77701
CITY, STATE, ZIP CODE

(409) 833.3363
TELEPHONE NUMBER

Sworn to and subscribed before me this 28th day of November, 2016

MARY KATHRYN GALLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-23-2018

Mary Kathryn Gallo
Notary Public

State of Texas

My Commission Expires: 10/23/2018

Respondent Shall Return Completed Form with Offer.

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

Sample Contract

ENGINEERING/ARCHITECTURAL SERVICES

PART I

AGREEMENT

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

WITNESSETH THAT:

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

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the [*e.g. City Manager/County* _____] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

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

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

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

BY: _____
(Local County Official)

_____
(Printed Name)

_____
(Title)

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

_____
(Printed Name)

_____
(Title)

PART II
SCOPE OF SERVICES

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

SCOPE OF SERVICES

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

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

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
4. The Firm will include in all contracts and subcontracts in excess of $150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).

5. The Firm will include in all contracts and subcontracts in excess of $150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of $10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:

   a. Prime construction contracts in excess of $2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
   b. Prime construction contracts in excess of $2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
   c. Contracts greater than $10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
   d. Section 3 of the Housing and Urban Development Act of 1968;
   e. Contracts exceeding $100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
   f. For contracts in excess of $100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
   g. For procurement of recovered materials where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.

8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

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

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

PART III -

PAYMENT SCHEDULE

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

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

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

SPECIAL SERVICES

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

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

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

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

PART IV

TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the County.

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

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

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

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

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

5. Personnel.

   a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

   b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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

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

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

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

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

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

12. Conflicts of interest.

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

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

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

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

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over $10,000).
During the performance of this contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

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

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

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section

7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL OR PROFESSIONAL SERVICES

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

_____

_____

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

_____

_____

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
_____	_____
_____	_____
_____	_____

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

Sample Engineer/Architect Rating Sheet

Grant Recipient _____ TxCDBG Contract No. _____

Name of Respondent _____ Date of Rating _____

Evaluator's Name _____

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

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

Work Performance

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

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

Capacity to Perform

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

TOTAL SCORE

	Factor	Max.Pts.	Score
☐	Experience	60	
☐	Work Performance	25	
☐	Capacity to Perform	15	
	Total Score	100	

JOC 20-033/JW

SETEX
FACILITIES & MAINTENANCE
"Strength in Construction"

JEFFERSON COUNTY, TEXAS:

Jeff R. Branick, County Judge

Date: AUGUST 4, 2020

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

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

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

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

July 16, 2020

Duke Youmans
Jack Brooks Regional Airport
US-69, Taylor Landing,
TX 77705

Project: ***"Fire Hydrant Replacement"***

Subject: ***"Revised Proposal"***

Dear Mr. Youmans:

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.

Proposal Recap:

- Demolish existing fire hydrant and extension valve and dispose
- Saw cut concrete around hydrant and valve for access
- Break additional concrete for new 2" line
- Furnish and install new Fire Hydrant (to match existing model or comparable)
- Furnish and install new extension valve
- Furnish and install materials needed for new 2" line and ball valve
- New connection to be compatible with fire hose
- Back fill any area that was saw cut and trenched
- Pour back 3000 PSI concrete, dowel into existing slab at 16" O.C using # 5 rebar
- Seal saw cut joints with backer rod and Exterior grade self-leveling sealant
- Continuous clean up and final clean upon completion

Total Price $ 10,970.00

Exclusions:

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

SETEX has not verified underground conditions. If underground area appears to need more repairs than the scope of work listed in the proposal recap above, a change order will be provided for any additional work.

We estimate approximately **(8)** 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.

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.

Matt Ueding
Project Supervisor
cc:SETEX/file
20-0054

SETEX FACILITIES & MAINTENANCE

Preliminary Estimate, by estimates

Matt Ueding
SETEX Facilities and Maintenance, LLC
18/060JN-15 - 2018 Choice Partners JOC Texas - Renewal 1 - 9/18/2019 to 9/20/2020
Jack Brook Fire Hydrant - 20-0055

Estimator: Matt Ueding

Jack Brook Fire Hydrant

Division Summary (MF04)

01 - General Requirements	$2,323.86	26 - Electrical	
02 - Existing Conditions	$296.00	27 - Communications	
03 - Concrete	$542.62	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	$302.00
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	$159.00
07 - Thermal and Moisture Protection	$202.62	34 - Transportation	
08 - Openings		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		Alternate	
14 - Conveying Equipment		Trades	$7,276.80
21 - Fire Suppression	$959.00	Assemblies	
22 - Plumbing	$2,559.50	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$14,621.40**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$14,621.40	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(1,355.84)
RSMeans BEAUMONT, TX CCI 2020Q1, 84.30%	$(2,295.56)	Nonpriced Line Items	

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

Material:	$3,284.00
Labor:	$9,689.02
Equipment:	$1,648.40
Other:	$(0.02)
Laborhours:	152.26
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	21	$14,621.40	
Total Non-Priced Items:	0	$0.00	0.00%
	21	$14,621.40	

Grand Total **$10,970.00**

Estimator: Matt Ueding — **Jack Brook Fire Hydrant**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0240	Field personnel, superintendent, minimum 1/7 = 0.14	Week	0.1429	$3,400.00	$485.86	RSM20FAC L, O&P	P
2	01-54-33-20-0100-2	Rent per day for rent excavator diesel hydraulic crawler mounted 1/2 CY capacity	Ea.	2.0000	$511.50	$1,023.00	RSM20FAC E, O&P	P
3	01-54-33-40-0200-2	Rent per day for rent air compressor, towed type, gas engine, 60 cfm	Ea.	2.0000	$141.90	$283.80	RSM20FAC E, O&P	P
4	01-54-33-40-0990-2	Rent per day for rent air tool, 12 lb chipping hammer	Ea.	2.0000	$50.60	$101.20	RSM20FAC E, O&P	P
5	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$215.00	$430.00	RSM20FAC L, E, O&P	P
		01 - General Requirements Total						**$2,323.86**
02 - Existing Conditions								
6	02-41-13-30-4210	Minor site demolition, sidewalk, concrete, mesh reinforced, 5" thick, remove, excludes hauling 10 = 10.00	S.Y.	10.0000	$15.10	$151.00	RSM20FAC L, E, O&P	P
7	02-41-19-19-2005	Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost 5 = 5.00	C.Y.	5.0000	$29.00	$145.00	RSM20FAC L, O&P	P
		02 - Existing Conditions Total						**$296.00**
03 - Concrete								
8	03-31-13-25-0340	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using wheelbarrow, includes bagged pre-mixed dry ingredients (80-Lb bag = 0.6 C.F.) and water, excludes, forms, reinforcing, placing & finishing 20 = 20.00	C.F.	20.0000	$20.50	$410.00	RSM20FAC M, L, O&P	P
9	03-81-13-50-0500	Concrete sawing, concrete slabs, rod reinforced, up to 3" deep, includes blade cost, layout and set up time 41.575 = 41.58	L.F.	41.5750	$3.19	$132.62	RSM20FAC M, L, E, O&P	P
		03 - Concrete Total						**$542.62**
07 - Thermal and Moisture Protection								
10	07-91-23-10-0072	Pre-formed joint seals, backer rod, polyethylene, 3/4" dia 41.75 = 41.75	L.F.	41.7500	$1.53	$63.88	RSM20FAC M, L, O&P	P
11	07-92-13-20-3800	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 3/4" x 3/8" 41.54 = 41.54	L.F.	41.5400	$3.34	$138.74	RSM20FAC M, L, O&P	P

Estimator: Matt Ueding — **Jack Brook Fire Hydrant**

07 - Thermal and Moisture Protection

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		07 - Thermal and Moisture Protection Total					**$202.62**	
21 - Fire Suppression								
12	21-11-11-16-1040	Pipe, valves, for fire-suppression, ball valve, 2", grooved joint, add coupling material cost, includes weatherproof actuator, excludes coupling material cost	Ea.	1.0000	$278.00	$278.00	RSM20FAC M, L, O&P	P
13	21-11-11-16-3230	Pipe fittings, duct. iron, ready to install. grooved jts, 90< elbow, 2"	Ea.	1.0000	$141.00	$141.00	RSM20FAC M, L, O&P	P
14	21-12-23-70-3840	Fire valve, gate, hydrant, screw type, crank handle, brass, 2-1/2"	Ea.	1.0000	$540.00	$540.00	RSM20FAC M, L, O&P	P
		21 - Fire Suppression Total					**$959.00**	
22 - Plumbing								
15	22-05-05-10-0744	Hydrant, ground, selective demolition	Ea.	1.0000	$66.50	$66.50	RSM20FAC L, O&P	P
16	22-05-05-10-2164	Pipe, plastic, with fittings, 4" thru 6" diameter, selective demolition	L.F.	20.0000	$7.15	$143.00	RSM20FAC L, O&P	P
17	22-11-19-64-3260	Hydrant, ground box type, bronze frame, non-freeze, all bronze, polished face, set flush, 3/4" I.P.S. connection, 10' depth of bury	Ea.	1.0000	$2,350.00	$2,350.00	RSM20FAC M, L, O&P	P
		22 - Plumbing Total					**$2,559.50**	
31 - Earthwork								
18	31-23-16-13-0090	Excavating, trench or continuous footing, common earth, 1/2 C.Y. excavator, 4' to 6' deep, excludes sheeting or dewatering 40 = 40.00	B.C.Y.	40.0000	$7.55	$302.00	RSM20FAC L, E, O&P	P
		31 - Earthwork Total					**$302.00**	
33 - Utilities								
19	33-14-13-90-0230	Water supply distribution piping, thrust block, tee or deadend, 12 inch diameter, excludes excavation or backfill	Ea.	1.0000	$159.00	$159.00	RSM20FAC M, L, E, O&P	P
		33 - Utilities Total					**$159.00**	
Trades								
20	PLUH	Plumber Helpers - 2019 RSMeans Facilities Bare Rate	Hour	64.0000	$50.55	$3,235.20	Trades L, B	P
21	PLUM	Plumbers - 2019 RSMeans Facilities Bare Rate	Hour	64.0000	$63.15	$4,041.60	Trades L, B	P

Estimator: Matt Ueding — **Jack Brook Fire Hydrant**

Trades

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Trades Total					$7,276.80
		Estimate Grand Total				10,970.00

IFB 19-021/JW
PO # 076302

The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA
Principal

Greg Wall, AIA
Principal

7999 Gladys, Suite 101
Beaumont, Texas 77706
(409) 860-0197
Fax: (409) 860-0198
www.labiche.com

ARCHITECTURE

PROJECT CONSULTING

PLANNING

INTERIOR DESIGN

July 29, 2020

Jefferson County Commissioners Court
Mrs. Deb Syphrett ~~3rd~~ 1st
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701

RE: **Ford Fields Concession Stand**

Dear Mrs. Syphrett,

Enclosed herewith is the Contractor's Application and Certificate for **Payment No. 10, Retainage** in the amount of **$28,500.00.** This application has been reviewed and is recommended for payment.

Sincerely,

Dohn H. LaBiche, FAIA
DHL/bo

REGISTERED ARCHITECT
DOHN H. LaBICHE
11592
STATE OF TEXAS

Enclosure

CC: N&T Construction
Project #: 15036

N&T CONSTRUCTION

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:	**PROJECT:**	APPLICATION NO:	10 (RETAINAGE)	Distribution to:
Jefferson County	*Ford Fields Concessions*			x OWNER
~~1001 Pearl~~ 1149 Pearl Street	5115 1-10 SOUTH	APPLICATION DATE:	11-Jun-2020	x ARCHITECT
Beaumont, Texas 77701	Beaumont, Texas 77705	PERIOD FROM:	11-Jun-2020	x CONTRACTOR
FROM CONTRACTOR:	**VIA ARCHITECT:**	PERIOD TO:	11-Jun-2020	
N&T Construction Co., Inc.	LaBiche Architectural Group			
P. O. Box 269	7999 Gladys Ave. #101	**PURCHASE ORDER #**	**076302**	
Beaumont, Texas 77704	Beaumont, Texas 77706	PROJECT NOS:	1384	
		CONTRACT DATE:	7-Jun-2019	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM			$ 587,000.00
2. Net change by Change Orders			$ (17,000.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 570,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)			$ 570,000.00
5. RETAINAGE:			
a. 5% of Completed Work (Column D + E)	$ 0.00		
b. 5% of Stored Material (Column F)	$ 0.00		
Total Retainage (Lines 5a + 5b or Total in Column I)			0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 570,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 541,500.00
8. CURRENT PAYMENT DUE			$ 28,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	($17,000.00)
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	($17,000.00)
NET CHANGES by Change Order	($17,000.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: N&T Construction Co., Inc.

By: _____ Date: 6/15/2020

Spencer Jabbia

State of: Texas County of: Texas

Subscribed and sworn to before me this day *June 15, 2020*

Notary Public: _____

My Commission expires: 4/17/2020

PATRICIA ELAINE JABBIA
Notary ID #126080088
My Commission Expires
April 17, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 28,500.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 7/29/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLIICATION AND CERTIFICATION FOR PAYMENT, containing contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use column I on Contracts where variable retainage for line items apply.

APPLICATION NO: 10 (RETAINAGE)
PERIOD FROM: 11-Jun-20
PERIOD TO: 11-Jun-20
ARCHITECT'S PROJECT NO: 1384

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	**01 - General Requirements**	**$ 3,784.00**	**$ 3,784.00**	**$ -**	**$ -**	**$ 3,784.00**	**100%**	**$ -**	**$ -**
2	Windstorm	$ 3,784.00	$3,784.00	$ -	$ -	$3,784.00	100%	$0.00	$0.00
3	**02 & 03 - Sitework & Concrete**	**$ 76,496.00**	**$ 76,496.00**	**$ -**	**$ -**	**$ 76,496.00**	**100%**	**$ -**	**$ -**
4	Termite Treatment	$ 537.00	$537.00	$ -	$ -	$537.00	100%	$0.00	$0.00
5	Sitework/Concrete/Storm Drains	$ 71,851.00	$71,851.00	$ -	$ -	$71,851.00	100%	$0.00	$0.00
6	Site Demo	$ 4,108.00	$4,108.00	$ -	$ -	$4,108.00	100%	$0.00	$0.00
7	**05 - Metals**	**$ 17,598.00**	**$ 17,598.00**	**$ -**	**$ -**	**$ 17,598.00**	**100%**	**$ -**	**$ -**
8	Stainless Steel Countertop	$ 15,599.00	$15,599.00	$ -	$ -	$15,599.00	100%	$0.00	$0.00
9	Misc. Steel (Counter Supports, Anchor Bolts, Hat Channels)	$ 1,999.00	$1,999.00	$ -	$ -	$1,999.00	100%	$0.00	$0.00
10	**06 - Carpentry**	**$ 1,081.00**	**$ 1,081.00**	**$ -**	**$ -**	**$ 1,081.00**	**100%**	**$ -**	**$ -**
11	Rough Carpentry	$ 1,081.00	$1,081.00	$ -	$ -	$1,081.00	100%	$0.00	$0.00
12	**07 - Roofing / Accessories**	**$ 6,588.00**	**$ 6,588.00**	**$ -**	**$ -**	**$ 6,588.00**	**100%**	**$ -**	**$ -**
13	Metal Building Insulation	$ 5,507.00	$5,507.00	$ -	$ -	$5,507.00	100%	$0.00	$0.00
14	Roof Curbs	$ 1,081.00	$1,081.00	$ -	$ -	$1,081.00	100%	$0.00	$0.00
15	**08 - Openings**	**$ 24,535.00**	**$ 24,535.00**	**$ -**	**$ -**	**$ 24,535.00**	**100%**	**$ -**	**$ -**
16	Doors/Frames/Hardware	$ 3,567.00	$3,567.00	$ -	$ -	$3,567.00	100%	$0.00	$0.00
17	Overhead Doors	$ 20,968.00	$20,968.00	$ -	$ -	$20,968.00	100%	$0.00	$0.00
18	**09 - Finishes**	**$ 29,491.00**	**$ 29,491.00**	**$ -**	**$ -**	**$ 29,491.00**	**100%**	**$ -**	**$ -**
19	Drywall/Acoustical Ceilings/FRP	$ 19,687.00	$19,687.00	$ -	$ -	$19,687.00	100%	$0.00	$0.00
20	Rubber Base	$ 832.00	$832.00	$ -	$ -	$832.00	100%	$0.00	$0.00
21	Paint	$ 8,972.00	$8,972.00	$ -	$ -	$8,972.00	100%	$0.00	$0.00
22	**10 - Specialties**	**$ 5,676.00**	**$ 5,676.00**	**$ -**	**$ -**	**$ 5,676.00**	**100%**	**$ -**	**$ -**
23	Relocate Flagpole	$ 3,243.00	$3,243.00	$ -	$ -	$3,243.00	100%	$0.00	$0.00
24	Fire Extinguisher	$ 271.00	$271.00	$ -	$ -	$271.00	100%	$0.00	$0.00
25	Install Owner Signage	$ 2,000.00	$2,000.00	$ -	$ -	$2,000.00	100%	$0.00	$0.00
26	TV Bracket & Install	$ 162.00	$162.00	$ -	$ -	$162.00	100%	$0.00	$0.00
27	**13 - Special Construction**	**$ 63,704.00**	**$ 63,704.00**	**$ -**	**$ -**	**$ 63,704.00**	**100%**	**$ -**	**$ -**
28	Metal building/Canopy	$ 38,462.00	$38,462.00	$ -	$ -	$38,462.00	100%	$0.00	$0.00
29	Metal Building Erection	$ 25,242.00	$25,242.00	$ -	$ -	$25,242.00	100%	$0.00	$0.00
30	**22 - Plumbing**	**$ 68,968.00**	**$ 68,968.00**	**$ -**	**$ -**	**$ 68,968.00**	**100%**	**$ -**	**$ -**
31	Plumbing	$ 68,968.00	$68,968.00	$ -	$ -	$68,968.00	100%	$0.00	$0.00
32	**23 - HVAC**	**$ 125,868.00**	**$ 125,868.00**	**$ -**	**$ -**	**$ 125,868.00**	**100%**	**$ -**	**$ -**
33	HVAC/Test & Balance	$ 125,868.00	$125,868.00	$ -	$ -	$125,868.00	100%	$0.00	$0.00
34	**26 - Electrical**	**$ 94,588.00**	**$ 94,588.00**	**$ -**	**$ -**	**$ 94,588.00**	**100%**	**$ -**	**$ -**
35	Electrical	$ 94,588.00	$94,588.00	$ -	$ -	$94,588.00	100%	$0.00	$0.00
36	**28 - Fire Alarm**	**$ 4,000.00**	**$ 4,000.00**	**$ -**	**$ -**	**$ 4,000.00**	**100%**	**$ -**	**$ -**
37	Fire Alarm	$ 4,000.00	$4,000.00	$ -	$ -	$4,000.00	100%	$0.00	$0.00
38	**32 - Exterior Improvements**	**$ 2,844.50**	**$ 2,844.50**	**$ -**	**$ -**	**$ 2,844.50**	**100%**	**$ -**	**$ -**
39	Remove & Reinstall Fencing	$ 2,703.00	$2,703.00	$ -	$ -	$2,703.00	100%	$0.00	$0.00
40	Sidewalk Striping	$ 141.50	$141.50	$ -	$ -	$141.50	100%	$0.00	$0.00
41	**33 - Utilities**	**$ 1,946.00**	**$ 1,946.00**	**$ -**	**$ -**	**$ 1,946.00**	**100%**	**$ -**	**$ -**
42	Downspout Boots - Material	$ 1,946.00	$1,946.00	$ -	$ -	$1,946.00	100%	$0.00	$0.00
43	**CHANGE ORDERS**	**$ (17,000.00)**	**$ (17,000.00)**	**$ -**	**$ -**	**$ (17,000.00)**	**100%**	**$ -**	**$ -**
44	CO #1 - Value Engineering - Refer to Change Order #1 (06.20.19)	$ (17,000.00)	($17,000.00)	$ -	$ -	($17,000.00)	100%	$0.00	$0.00
45	**FEE SCHEDULE**	**$ 59,832.50**	**$ 59,832.50**	**$ -**	**$ -**	**$ 59,832.50**	**100%**	**$ -**	**$ -**
46	General Conditions	$ 48,882.50	$48,882.50	$ -	$ -	$48,882.50	100%	$0.00	$0.00
47	Builder's Risk Insurance	$ 1,500.00	$1,500.00	$ -	$ -	$1,500.00	100%	$0.00	$0.00
48	Payment & Insurance Bond	$ 9,450.00	$9,450.00	$ -	$ -	$9,450.00	100%	$0.00	$0.00
49	**GRAND TOTALS**	**$ 570,000.00**	**$ 570,000.00**	**$ -**	**$ -**	**$ 570,000.00**	**100%**	**$ -**	**$ -**

AGENDA ITEM **August 4, 2020**

Receive and file executed Ground Land Lease Agreement between Jefferson County and Mid County Plaza LLC for approximately 8.2 acres of property located at the Jack Brooks Regional Airport.

The State of Texas	§	Commercial Development
County of Jefferson	§	Land Lease Agreement (LaBrie-Retail 1)

This is a lease agreement (herein "Agreement" and/or "Lease"), made as of **July 14, 2020**, by and between Jefferson County, Texas, ("LESSOR" or "LESSOR"), a political subdivision of the state of Texas, and Mid-County Plaza, LLC, ("LESSEE" or "LESSEE") a limited liability company formed under the laws of the State of Texas, and as such, authorized to do business in Jefferson County, Texas.

Recitals

WHEREAS, Jefferson County (herein sometimes the "County"), a political subdivision of the State of Texas, herein sometimes also referred to as "LESSOR", is the LESSOR and operator of the Jack Brooks Regional Airport (herein the "Airport") and certain property adjacent to the Airport described more particularly in **Exhibit A Overall Development Area** (herein the "Development Property") attached hereto and incorporated herein for all purposes, all of which property is subject to various rules, regulations and limitations as to use imposed by the Federal Aviation Administration ("FAA"); and

WHEREAS, Mid-County Plaza, LLC., herein sometimes referred to as "LESSEE", is in the business of real estate development and incident to same, has expressed a desire to ground lease the Development Property from LESSOR, for the express purpose of developing, constructing and operating, whether directly or through subtenants, certain improvements to and upon the property, including certain building improvements, all as detailed more particularly hereinafter, which overall building and other improvements to be constructed by or through the LESSEE described more particularly in **Exhibit B Initial Plot Plan**, with same being referred to herein as the "Development".

In consideration of the mutual covenants herein contained, LESSOR and LESSEE enter into the following ground lease agreement, herein called the "Lease", subject to the terms, conditions and limitations detailed hereinafter.

Terms

1. **Demised Premises**. Jefferson County, as LESSOR, hereby lets to LESSEE and LESSEE hereby leases from LESSOR, on an exclusive basis, that certain tract of land generally described in **Exhibit A Overall Development Area** containing 357,885 square feet more or less, located at the Airport; together with the right to use and enjoy all improvements, rights and appurtenances thereon, whether existing or constructed or to be constructed, referred to herein as the "Property", "Leased Premises" and/or "Demised Premises."

   a. The final actual square footage of the Property shall be determined by a Registered

Professional Land Surveyor, with the final description, to include detailed determination of the actual square footage of the tract, which final description is to be evidenced by a post effective date exhibit (to be attached hereto upon completion as **Exhibit C**), with said exhibit to be approved by both parties, and with such approval being evidenced by the execution of the final form of **Exhibit C Certificates of Occupancy & Surveys** by authorized representatives of both LESSOR and LESSEE.

i. Reference to the term "Property" and/or "Leased Premises" hereinafter shall refer to the property described more particularly in either or both **Exhibit A**, and upon completion of same, **Exhibit C**.

b. Any public roads or private roads that may be dedicated for public use in the future erected, installed, or placed within the demised premises, including the appropriate easements, will be excluded from the rental calculation. All roads, public or private, must meet Jefferson County and City of Nederland standards and approved in writing by the County after approval from other regulatory governmental entities, with said approval from the County not to be unreasonably withheld.

i. If any road that is erected, installed, or placed within the demised premises does not meet the standards set forth by either Jefferson County and or The City of Nederland, said road(s) will be considered private and will be responsibility of the LESSOR to maintain and or considered to be private driveway(s).

c. Landscaped areas are excluded from rental calculation as long as said areas are used for landscaping and add to the overall aesthetics and curb appeal of the airport and improvements. Drainage improvements and easements shall be excluded from the rental calculation.

d. Subject to and with the benefit of the terms, covenants, and conditions of this Lease, the LESSOR hereby demises and leases to LESSEE, and LESSEE hereby takes and leases from LESSOR, the Property (herein also the "Demised Premises"), to have and to hold exclusively during the Lease term of this Lease.

2. **Development/LaBrie- Retail 1**. The development contemplated by Lessee, as detailed more particularly hereinafter, is to include retail development, subject to all applicable FAA regulations as well as all Jefferson County and City of Nederland building codes and regulations, which improvements to be constructed are to be described in **Exhibit C**, a post execution exhibit, to be attached hereto, after approval by the LESSOR.

3. **Right of Flight Reservation**. LESSOR, for itself, other lessees and tenants of the County and/or the Airport as well as for its permittees, invitees, successors and assigns, reserves the right of flight for the passage of all types of aircraft now in existence or hereafter created above the Development Property, to include, without reservation, the Property. LESSOR, its consignees,

additional lessees and tenants of the Airport, and its permittees, licensees, successors and assigns, shall likewise be entitled to cause such noise, smoke, vapors, sound effects and other distractions as may be reasonably inherent in landing at, taking off from, or operation of aircraft on, above or upon the Airport.

4. **Inspection Period**.

   a. LESSEE and its agents and representatives shall be authorized to go upon the Development Property, including the Property/Demised Premises made the basis of this Agreement, at all reasonable times to inspect the condition of the Property, perform surveys, evaluations, inspections and testing, determine the status and/or availability of utilities and access, conduct zoning investigations, feasibility studies and other studies or tests that LESSEE, and/or its lenders (if any) may deem necessary or appropriate to determine if, in LESSEE's sole discretion, the Demised Premises are suitable for LESSEE's intended use.

   b. LESSEE may terminate, with or without cause, this Lease, without further obligation, prior to 5:00 P.M., Beaumont, Texas time on **October 31, 2020**.

   c. Should LESSEE fail to notify LESSOR of its election to terminate this Lease on or before the expiration of the Inspection Period this Lease shall be deemed to have been accepted by all parties and LESSEE shall be obligated to construct related improvements contemplated by **Exhibit B Initial Plot Plan**.

   d. LESSEE shall indemnify and hold LESSOR, the County, harmless from and against any and all losses, claims and/or liabilities, including attorneys' fees, engineering, and or surveyors fees arising or resulting from inspections made by LESSEE detailed herein, which indemnification obligations shall survive the expiration or termination of this Lease.

5. **Effective Date/Base Rent Effective Date**. The effective date of this lease shall be the date of execution by the last to execute of either LESSEE or LESSOR. The effective date upon which Base Rent shall commence shall be on the EARLIER of

   i. the date the LESSEE completes construction of the improvements to be detailed in Exhibit A (which construction shall be prosecuted with all reasonable diligence) and receives its certificate of occupancy related to same; or

   ii. **November 1, 2021**: 12 months after the Inspection Period expiration date.

   For purposes of this lease, a certificate of occupancy shall consist of a letter from LESSEE or LESSEE's authorized representative with a plat depicting the lease square footage to be approved by LESSOR and LESSEE. At no time will LESSEE permit any LESSEE's tenants or sub-lessees occupy any building without providing LESSOR a certificate of occupancy and before paying LESSOR base rent.

Both parties acknowledge that not all intended improvements will be completed simultaneously and that portions of the intended development will be completed prior to others. Base rent will commence on only portions of the development completed, with based on submitted Exhibit Cs, as long as construction of the rest of the intended development is progressing.

6. **Original Term**. The term of this lease shall be for a period of 588 calendar months (49 years), plus the partial month, if any, following the effective date of this lease, unless sooner terminated or extended by virtue of a provision herein.

7. **Hold Over LESSEE**. If LESSEE remains in possession of the Demised Premises after the expiration of the Original Term, LESSEE shall be deemed to be occupying the Demised Premises as a tenant at sufferance, on a month-to-month basis, with base rent during said holding over period accruing at a minimum of one hundred and twenty-five percent (125%) of the Base Rent herein specified (prorated on a monthly basis), subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy at sufferance.

8. **Base Rent**. As rent for the premises and the Lessee's right and privileges hereunder, the Lessee agrees to pay the Lessor in accordance with the following schedule:

Term - Years	Annual Base Rate (Sq Ft)	Annual Base Rent
1-5	$ 0.37	$ 132,417.45
6-10	$ 0.38	$ 135,996.30
11-15	$ 0.39	$ 139,575.15
16-20	$ 0.40	$ 143,154.00
21-25	$ 0.41	$ 146,732.85
26-30	$ 0.42	$ 150,311.70
31-35	$ 0.43	$ 153,890.55
36-40	$ 0.44	$ 157,469.40
41-45	$ 0.45	$ 161,048.25
46-49	$ 0.46	$ 164,627.10

for the exclusive use of the DEMISED PREMISES. Rents shall be paid in monthly installments, in advance, on the first day of each month, in a sum equal to 1/12 of such annual base rent.

Rental installments not paid by the fifteenth (15th) day of the month in which due shall bear interest from the fifteenth day of the month due until paid at the rate of 10% per annum.

Base rent detailed herein is based upon an estimated final square foot size of 357,885 square feet. The base rent will be adjusted as necessary to comply with the final actual square foot determined by surveyors retained to determine the Legal Description of the Property, which final determination shall be attached to this Lease as **Exhibit C** as detailed herein above. Base rent will be calculated, in the interim and until the development is complete, based off the square footage shown on the plat attached to the certificate of occupancy.

9. **Commencement of Rent**. Rental payments as provided above shall be payable on but not before the Base Rent effective date of this lease as determined in Section 5 hereof.

10. **Adjustment of Rent**. The rent shall be adjusted as set forth above in Section 8.

11. **Exhibits**. The following exhibits are attached to and made a part of this Lease for all purposes:

    a. Exhibit A. Overall Development Area, (Aerial showing the Development location);

    b. Exhibit B. Initial Plot Plan (Diagram depicting intended development)

    c. Exhibit C-1 thru C-X. Description of Improvements in final form via Certificates of Occupancy with accompanying Survey

    d. Exhibit D. As-Builts

        i. LESSEE agrees to provide plans to include underground utilities and connections as well as any in-ground retention or other subsurface addition by LESSEE.

        ii. LESSEE agrees to provide any engineering reports, drainage plans, topographic surveys, and construction plans and documents to LESSOR upon completion of construction.

        iii. LESSEE is not obligated to provide plans or locations of underground lines, utilities, connections, retention, or other subsurface objects authorized by LESSOR without LESSEE's written acknowledgment.

    e. Exhibit E. Right of Refusal

12. **Restrictions Affecting the Demised Premises**. LESSOR represents and warrants that there are no easements, covenants, conditions or restrictions affecting the Demised Premises that (i) are in conflict with any provision of this Lease or (ii) require the consent or approval of this Lease or any provision contained herein by any third party other than the FAA as previously disclosed to LESSEE. LESSEE shall be responsible for acquisition of approvals as may be necessary from the FAA. Entrances to the Development and access routes to the Demised Premises shall not be closed or materially rearranged during the lease term unless necessary for maintenance of infrastructure or airport operations.

13. **Construction of the Demised Premises**. The improvements constructed by LESSEE or LESSEE's lessees on the Demised Premises ("LESSEE's Improvements") shall be constructed and shall be and remain the property of LESSEE or LESSEE's lessees, as applicable. Upon the expiration of the Terms or Option Terms hereof, the LESSEE's Improvements shall be deemed the property of and owned by LESSOR.

    In the event LESSEE fails to commence construction of improvements on or before 270 days after the Inspection Period expiration date, at the option of the LESSOR,

    a. LESSOR, or its assignees, may sue for specific performance to enforce this Lease, including LESSEE's obligation to construct the improvements, or;

    b. LESSOR may be authorized, in its sole discretion, to terminate the Lease as of such time and LESSEE's Security Deposit, if any, shall be deemed forfeited and paid to LESSOR and all obligations of this Lease, save and except those specifically intended to survive, shall terminate and be of no further force or effect.

14. **Taxes**. LESSEE agrees to pay any taxes or special assessments that may be levied against the Demised Premises, the leasehold interest, and LESSEEs improvements constructed thereon, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment attributable to the leased premises. For purposes of clarity and notwithstanding anything to the contrary in this Lease, LESSEE shall be responsible to pay the portion of the taxes levied against the improvements on the Premises only. If the improvements on the Premises are assessed with some other portion of the Development for the purpose of taxes, then until the improvements on the Premises is separately assessed LESSEE shall pay a pro rata share of the taxes determined by multiplying the taxes for the entire Development by a fraction, the numerator of which is the number of square feet of enclosed floor area in the Premises and the denominator of which is the total number of square feet of gross leasable area in the Development. LESSEE agrees that it shall make its best efforts in any re-appraisal of the improvements on the Premises such that only the improvement that is then being developed shall be subject to taxes. LESSEE may in good faith, by appropriate proceedings and at LESSEE's expense, contest any taxes for which LESSEE is liable under this Lease or any valuation of property on which such taxes are based. Where such procedure is provided for by law, LESSEE may pay any contested taxes under protest or into the registry of the court of competent jurisdiction. Any documents required to enable LESSEE to effect the foregoing shall be executed and delivered by LESSOR on reasonable demand by LESSEE.

15. **Plans and Specifications**.

    Both parties acknowledge that the development location is within the City of Nederland's

jurisdiction and must meet all building requirements the City of Nederland may have over the intended development. At any time where the City of Nederland's building requirements are in conflict with Jefferson County building codes, LESSOR will be notified and Jefferson County Engineering Department will advise on how to proceed.

LESSEE will provide to LESSOR a copy of any construction plans and specifications related to the development that are required by any regulatory agency including but not limited to the City of Nederland, TxDOT, and Jefferson County Drainage District #7.

16. **Drainage**. The parties recognize drainage is a significant factor for the Airport, Jefferson County, and the City of Nederland. LESSEE may be required to complete a drainage study to address drainage concerns any regulatory entities may have such as TxDOT, DD7, City of Nederland, and Jefferson County.

    a. The Airport has a planned drainage improvement project that would have a major positive impact on Airport drainage and drainage of the surrounding area, including the leased premises in this lease and other Airport development areas; however, the Airport's drainage project is conditional upon the Airport receiving adequate grant funding. LESSEE is hereby notified that said Airport contemplated improvements may not occur within the development timelines set forth in this lease, however they will be entitled to avail themselves of the drainage improvements once installed.

    b. LESSEE may be required to perform their own drainage plan/study to address drainage concerns to satisfy any regulatory requirements prior to commencing construction. At no time will the Airport or County approving construction supersede any requirements from other governing entities.

17. **Indemnity**. LESSEE shall include in all construction contracts entered into by it, in connection with any or all of the construction work related to the Development contemplated by this Lease, appropriate provisions requiring all contractors, their subcontractors and on-site vendors, to indemnify, hold harmless, defend and insure Jefferson County, the Airport and all of the foregoing parties officials, agents and employees against the risk of death, injury, or damage to persons or property, arising out of or in connection with the performance of any or all of such construction work and/or services provided in connection with, directly or indirectly, the Development.

    LESSEE shall require all contractors to furnish liability insurance, including contractual indemnity coverage, in an amount not less than the maximum dollar amount of recovery permitted against a county by the Texas Tort Claims Act as it now exists or may be hereafter amended. LESSEE shall provide evidence to LESSOR of its compliance with this section prior to commencement of any construction related to the Development, including, without limitation, the construction contemplated by this Lease. LESSEE covenants and agrees to hold

LESSOR free and harmless from loss from each and every claim and demand of whatever nature, including but not limited to fines, assessments, fees and attorney's fees, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of LESSEE, LESSEE's contractors and/or their respective agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

18. **Workmanship**. The LESSEE further covenants that all construction work related directly or indirectly to the Development, including without limitation construction contemplated by Exhibit B made the basis of this Lease, will be performed by it or its contractors, including all workmanship or materials, such that same will be of first class quality.
    It is worth noting that Jefferson County and the Airport encourage the use of local construction companies, local vendors and suppliers, and the hiring of residents of Jefferson County.
19. **Utility Connections**. LESSEE, at its own expense, shall construct utility connections such as it may desire from utility lines or pipelines in existence on the airport property or from outside the Airport following existing roads or easements, unless express authority for deviation from existing roads or easements is given to it by the Commissioners Court. The deviation authority and additional easements will be granted by LESSOR and or other governing entities, if needed by the LESSEE to achieve economy or convenience.
    a. Any permanent easements necessitated for the Development must meet the City of Nederland and Jefferson County requirements. Jefferson County and the Airport will not be liable for the cost of drafting of any documents or legal descriptions of easements and or right-of-ways.
    b. Any existing pipelines and pipeline easements may cause the Development to move the location of intended developments. It is the responsibility of the LESSEE to arrange with pipeline operators to coordinate any construction and development on or near pipeline easements and right-of-ways. Any pipelines that are abandoned-in-place within the development area can be removed at LESSEE's expense.
20. **Certificate of Completion**. When the construction hereinabove provided for has been completed, the LESSEE shall, within a reasonable time thereafter, deliver to the LESSOR a certificate from LESSEE'S general contractor, that the construction has been completed in compliance with all laws, ordinances and governmental rules, regulations and orders. LESSEE will also deliver to LESSOR two (2) copies of final construction documents, also called "As-Builts", which will be included as part of this lease as Exhibit D.
21. **Proof of Payment**. All improvements shall be free and clear of all mechanics' and other liens and from liability arising from the construction of said improvements.
22. **Refuse and Trash**. No refuse or trash shall be kept, stored or allowed to accumulate on the premises. LESSEE shall provide, at its sole cost and expense, necessary arrangements for

adequate sanitation, handling and disposal from the airport of all trash, garbage and other refuse resulting from tenants' business operations, including receptacles for the deposit of such trash, garbage, and other refuse.

a. The Airport has a Wildlife Hazard Mitigation Plan in effect for the Airport property. The Wildlife Plan requires all refuse containers to be covered as not to attract wildlife, notably birds, that are particularly attracted to refuse.

23. **Off-Street Parking**. The LESSEE shall make provision for automobile parking for its employees, visitors, and other invitees on the premises. No parking shall be permitted on street improvements, if any, immediately adjacent to the Leased Premises. The LESSEE further agrees to pave its on-premise parking facilities. Nothing in this paragraph will be construed as including the improved roads in the Demised Premises.
24. **Permitted Uses**. The LESSEE shall have the privilege of using, subject to the terms and conditions herein, the premises for the operation of retail and commercial improvements and any other lawful commercial activities including all services normally connected therewith.
25. **Prohibited Uses**. LESSEE shall not use the Leased Premises for and, further, in no event, shall LESSEE, or its authorized assignees, allow a (i) flea market, (ii) second-hand store, (iii) "sex," "head" or "pawn" shop use or (iv) an adults only bookstore to occupy or otherwise use, directly or indirectly, the Leased Premises.
26. **Quiet Enjoyment**. LESSOR covenants and agrees that at the granting and delivery of this lease it has good title, free and clear of all liens and encumbrances; and that LESSOR has full right and authority to lease the premises as herein set forth. LESSOR further covenants that all things have happened and been done to make its granting of this lease effective, and LESSOR warrants to LESSEE peaceful possession and quiet enjoyment of the premises during the term hereof, upon performance of LESSEE'S covenants herein. LESSOR warrants unto LESSEE and agrees to defend the Premises against the claim of all persons whomsoever.

    LESSOR warrants unto LESSEE and agrees to defend the Demised Premises against the claim of all persons whomsoever, and if LESSEE shall discharge the obligations herein set forth to be performed by LESSEE, LESSEE shall, during the lease term, have lawful, quiet, and peaceful possession and occupation of the Demised Premises and shall enjoy all of the rights herein granted without any let, hindrance, ejection, molestation or interference by any person.

    Notwithstanding any other provision of this Lease to the contrary, LESSOR and LESSEE hereby acknowledge and agree that title to LESSOR of the LESSEE's Improvements shall be vested in LESSEE during the lease term.
27. **LESSEE's Estate**. Title to all improvements constructed by LESSEE shall vest and remain in LESSEE during the term of this lease and LESSEE shall be entitled to any and all investment tax credits generated by reason of construction, installation, and operations on the premises. Subject to the rights of LESSEE'S mortgage (as specifically provided in Section 28 and elsewhere herein) and to LESSEE'S right of reimbursement to the extent set out in this Lease,

title to improvements shall pass to and vest in the LESSOR upon the effective date of a cancellation or termination of this lease. LESSEE shall have the right at any time prior to or subsequent to the construction of improvements to mortgage its leasehold estate in the premises and the improvements; and to assign its interest in this lease to any mortgagee who shall have advanced funds to the LESSEE under any loan, the proceeds of which have been used for the construction of the improvements or to refinance loans for the construction of improvements. Any mortgagee claiming under the LESSEE shall have the rights and privileges hereinafter set forth.

At the expiration or termination of this Lease, LESSEE agrees to:

a. surrender possession of the entire leased premises to LESSOR;
b. remove at LESSEE's expense any assets that LESSEE is entitled to remove as set forth below; and
c. otherwise return the leased premises to LESSOR. All fixed buildings, fencing, utilities, and other improvements placed on the leased premises shall remain on the leased premises upon the termination of this Lease and become the sole property of LESSOR. Exceptions to the above are LESSEE's trade fixtures and personal property that can be removed from the leased premises without substantially altering or damaging other property.

28. **LESSEE's Mortgagee**. In the event LESSEE shall mortgage the leasehold estate and the improvements or assign this lease to any mortgagee who shall have advanced funds for the purposes described in the preceding Section 0, such mortgagee may give written notice of its mortgagee's interest to the LESSOR at LESSOR'S address shown herein.

Thereafter, LESSOR, prior to taking any action to cancel or terminate the lease, shall give to the mortgagee the same notices that are required to be given to the LESSEE prior to cancellation or termination, and if no notice is required to be given to the LESSEE, then a written notice to the mortgagee shall be given of the event or events which are alleged to be the basis of the right to cancel or terminate. The mortgagee shall have the right

a. to cure the default of the LESSEE, and
b. at its election, to foreclose its lien or security interest in the leasehold estate and improvements and this lease and to sell such leasehold estate and improvements (and LESSEE'S interest in this lease) at public or private sale, whereupon the purchaser shall succeed to all rights of the LESSEE hereunder. The mortgagee shall be allowed a reasonable period of time in which to cure the default, taking into account the nature of the LESSEE'S default, and a reasonable period of time in which to effect foreclosure, taking into account the statutory requirements for foreclosure of its lien or security interest. Further, if LESSEE shall default under the terms of its mortgage, the mortgagee shall likewise have the rights and power of foreclosure and sale as are set out in the preceding portions of this Section 28. The LESSOR agrees to execute such documents as

may be requested by the LESSEE or the LESSEE'S mortgagee to provide LESSEE with the ability to meet requirements for obtaining secured financing, provided that such documents do not render LESSOR liable for the payment of LESSEE'S indebtedness or encumber LESSOR'S remainder interest.

29. **Indemnification**. LESSOR shall stand indemnified by LESSEE as herein provided. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore. In the use of the premises, in the erection or construction of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, LESSEE shall indemnify and save harmless LESSOR from any and all damages that may proximately result to any third person because of any negligence on the part of LESSEE.

30. **Insurance**.

a. Property Insurance:

LESSEE shall maintain or cause to be maintained all risk property insurance (to include fire and other casualty loss, windstorm and flood coverage), from a company authorized to do business in the State of Texas and keep in force said insurance, with extended coverage, upon the buildings located on the premises to the full insurable value thereof, as determined by the insurer. LESSOR shall be named as additional loss payee and LESSEE shall furnish LESSOR with evidence that such coverage has been provided and is being maintained.

In the event of an insured damage to the premises, the insurance proceeds will be used for the purpose of restoring and reconstructing the improvements. However, if the improvements are more than 60% destroyed at any time during the term of this lease, the LESSEE may elect to terminate this lease by giving written notice thereof to LESSOR within two years after such destruction. If LESSEE so elects to terminate, insurance proceeds, to the extent necessary, shall be used to remove the damaged improvements, unless LESSOR shall notify LESSEE in writing that LESSOR wishes the damaged improvements to remain upon the land. If LESSEE shall fail to restore the improvements and shall also fail to terminate the lease in the manner aforesaid, LESSOR may, upon written notice to the LESSEE after such two-year period, terminate the lease and remove damaged improvements at LESSEE'S expense.

b. Liability Insurance.

LESSEE shall promptly, after the execution of this lease, obtain commercial general liability insurance, covering loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Demised Premises by LESSEE, LESSEE's assignees and/or LESSEE's Invitees. Such insurance shall have limits of at least One Million Dollars ($1,000,000.00) per occurrence primary coverage, bodily injury and property damage combined with Three Million Dollars ($3,000,000.00) excess coverage.

The amounts of minimum coverage herein specified may be modified from time to time in

compliance with Jefferson County standard requirements. All policies shall name LESSOR, its officers, servants, agents, and employees as additional insureds. LESSEE shall furnish LESSOR with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with LESSOR copies of said policies.

31. **Licenses**. The LESSEE shall procure from all governmental authorities having jurisdiction of the operations of the LESSEE hereunder, all licenses, franchises, certificates, permits or other authorizations as may be necessary for the conduct of its operations. LESSOR will cooperate with LESSEE in this endeavor.
32. **LESSOR's Remainder Interest**. The LESSEE agrees that it shall not enter into any contracts of a type which would permit a lien or liens to become attached to the remainder interest of Jefferson County, or suffer or permit a lien or liens to be imposed or attached to the leasehold interest, provided, LESSEE shall have the right, upon posting security satisfactory to the County, to contest the amount or legality of any lien attached to or levied against the leasehold interest.
33. **Airport Regulations**. The LESSEE covenants and agrees to observe and obey the rules and regulations of the Airport and the FAA, as promulgated by governmental authorities, in the conduct of LESSEE's operations at the Leased Premises.
34. **Airport Hazard—Non-Interference Obligations**. The LESSEE and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights, and restrict any objects from penetrating the imaginary surfaces as defined in CFR Title 14 Part 77 – Safe, Efficient Use, and Preservation of the Navigable Airspace. Prior to any construction, erection of buildings, and or major alteration to airport ground contours, an airspace study will be required, allowing the FAA to identify potential aeronautical hazards in advance, thus preventing or minimizing the adverse impacts to the safe and efficient use of navigable airspace. LESSOR will cooperate with LESSEE in this endeavor, however, any airspace study will be at LESSOR's cost.
35. **Certification as to FAA compliance**. LESSEE shall observe all applicable rules and regulations of the Federal Aviation Administration including requirements for Airport certification and safety codes.
36. **Non-Discrimination**. The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations (CFR) Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurance to the LESSEE

that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

37. **LESSEE's Maintenance Obligations**. LESSEE shall at all times keep, in a clean and orderly condition and appearance, the Leased Premises and improvements thereon, as well as all equipment and personal property. LESSEE shall maintain, repair, replace and paint all or any part of the improvements on the premises including therein, without limitations thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, fixtures, systems for the furnishing of a fire alarm, fire protection, sprinkler, sewage, drainage and telephone service, including lines, pipes, mains, wires, conduits, and other equipment connected with or appurtenant to all such systems at its own expense as necessary. LESSOR shall have the right to enter upon the premises at reasonable times, in a manner which does not materially interrupt LESSEE's business, for the purpose of inspection, to determine LESSEE's compliance with LESSEE's obligation under this Section 37 and or Section 38.
38. **Enforcement Rights**. If LESSEE fails to perform its obligations under Section 37, LESSOR shall have the right to give written notice to the LESSEE specifying the deficiencies in maintenance. If within 30 days after receipt of such notice, LESSOR does not make arrangements for the curing of such deficiencies in maintenance, LESSOR shall have the right to enter the premises and perform the necessary maintenance, the cost of which shall be borne by the LESSEE.
39. **Utilities**. LESSEE shall pay all costs and charges for utility services requested by and furnished to the LESSEE in the Demised Premises during the lease term. LESSEE shall, however, have the right to connect to any and all storm and sanitary sewers and water and utility outlets located on or adjoining property of the LESSOR. The LESSEE shall pay for all cost and expense attendant to such connections, but no charge shall be assessed by the LESSOR for the right to make such connections. LESSEE is responsible for testing any sewer connection to determine the connection will not have an adverse impact on existing sewer connections. LESSEE will test to insure no flooding or back-water upstream is caused by any of LESSEE's connections to the storm sewer.

    LESSOR shall not interrupt any utility services, under LESSOR's direct control, to the Demised Premises unless:

    a. Such interruption is necessitated by the need to make emergency repairs; or
    b. LESSOR schedules any necessary repair work with LESSEE's general manager at the Demised Premises at least seventy-two (72) hours in advance.

    Such repairs shall, to the extent possible, be made only during hours when LESSEE is not open for business to the public. LESSOR shall immediately give notice to LESSEE of an impending interruption of any utility services to the Demised Premises. LESSOR shall use its best efforts to minimize and promptly cure all utility interruptions that are caused by LESSOR or subject

to LESSOR's control.

40. **Hazardous Substances**. A Hazardous Substance shall mean any petroleum product, asbestos product or any other material, substance or waste that is recognized as being hazardous or dangerous to health or the environment by and federal, state, or local agency having jurisdiction of the Demised Premises. LESSOR represents and warrants:
    a. That it has never placed, generated, stored, handled or disposed of any Hazardous Substances in or about the Demised Premises; and
    b. That, to the best of its knowledge, LESSOR is not aware of the existence, placement, generation, storage, handling or disposal of any Hazardous Substance in or upon the Demised Premises at any time by anyone else.

    LESSEE agrees not to generate, store, handle or dispose of any Hazardous Substance in or upon the Demised Premises during the Lease term of the Lease. In the event however, that any substance used in LESSEE's business shall, during the Lease term, become designated as a Hazardous Substance, then LESSEE shall, to the extent practicable, discontinue the use of the substance in or upon the Demised Premises in a manner consistent with all standards and regulations. LESSEE shall indemnify and hold LESSOR harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorney's fees, arising out of the use of any Hazardous Substance by LESSEE at the Demised Premises.
41. **Ingress and Egress**. LESSEE and all approved sub-lessees, and their respective contractors, suppliers of materials and furnishers of services, and employees and invitees, shall have the right of ingress and egress between the premises and the public rights-of-way outside the Airport by means of existing access roads, the same to be used in common with others having rights of passage within the Airport, provided that the Airport may from time to time substitute other means of ingress and egress which shall be reasonably equivalent to the means now provided. The use of such roadways shall be subject to reasonable rules and regulations established by the Airport.
    a. LESSEE will make no attempt to request direct access to the TxDOT frontage road immediately adjacent to the development area.
    b. LESSEE will identify driveway and or private road access points off of existing roads located on Airport. Jefferson County may require alterations to existing roads, in relation to requested driveway/road access, in order to provide a safe ingress and egress.
42. **LESSEE's Right to Cancel**. This lease shall be subject to cancellation, at the option of LESSEE, upon the default of LESSOR in the performance of any covenant or agreement herein required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of sixty (60) days after receipt from LESSEE or written notice to remedy the same. LESSEE may exercise its right of cancellation by written notice to LESSOR at any time after the lapse of the applicable periods of time. This lease shall then terminate as of the termination date specified by LESSOR in such notice.

43. **Amounts Payable Upon Cancellation by LESSEE**. In the event this lease is canceled by LESSEE pursuant to LESSEE's rights under this lease, rental due shall be payable only to the date of termination, and the LESSOR shall pay to LESSEE liquidated damages computed as follows:
    a. The liquidated damages shall be the actual construction cost of the fixed improvements less 3% of the cost for each year or partial year elapsed since the substantial completion of the improvements.
    b. Actual construction cost shall be certified by LESSEE. Upon payment by LESSOR to LESSEE of liquidated damages, as computed above, LESSEE shall have no further estate in the improvements and LESSOR shall have exclusive right thereto.
44. **LESSEE's Option to Remove**. In lieu of liquidated damages provided in Section 43 hereof, LESSEE may, at Lessee's option, and subject to LESSOR approval, remove the improvements.
45. **Events of Cancellation**. This lease shall be subject to cancellation at the option of the LESSOR upon occurrence of any of the following events:
    a. Failure of LESSEE to pay rent as herein provided within thirty (30) days after LESSOR shall have given LESSEE written notice of such default.
    b. The permanent abandonment of the premises by the LESSEE.
    c. Default by LESSEE in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the LESSEE, if such default continues, without a good faith attempt by LESSEE to remedy the default, for a period of thirty (30) days after receipt of written notice from LESSOR specifying the default.
    d. Any other event specifically named in this lease which affords LESSOR the right to cancel.
46. **Method of Cancellation**. LESSOR may exercise such right to cancellation by written notice to LESSEE at any time after the lapse of the applicable periods of time and this lease shall terminate as of the termination date specified by LESSOR in such notice.
    In the event of default by LESSEE, LESSOR shall elect either of the following remedies:
    a. LESSOR may retake possession of the Demised Premises (without such action being deemed an acceptance of a surrender of this Lease or termination of LESSEE's liability hereunder) and, upon taking possession, LESSOR shall make reasonable efforts to re-let the same on reasonable terms, with LESSEE remaining liable to pay the Base Rent and other lease charges (but not the Percentage Rent) for the remainder of the Lease term less the net amount of rent and other lease charges received by LESSOR as a result of such reletting (after deducting reasonable brokerage fees and attorney's fees incurred for reletting the Demised Premises) and the cost of any necessary repairs (but not alterations or renovations) to the Demised Premises). If the net amount realized by LESSOR from any reletting is less than the Base Rent and lease charges payable by LESSEE hereunder, LESSEE shall pay the amount of the deficiency to LESSOR each month upon demand thereof; or
    b. LESSOR shall have the right, on a continuing basis, either before or after taking possession

of the Demised Premises, to terminate this Lease, thereby releasing LESSEE from any further liabilities hereunder.

c. For the enforcement of these remedies LESSOR may have recourse to any applicable legal or equitable process for the recovery of possession of the Demised Premises and the right to seek an injunction or a declaratory judgement. No act of LESSOR shall be deemed an act terminating this Lease or declaring the Lease term ended unless notice is served upon LESSEE by LESSOR expressly setting forth therein that LESSOR expressly setting forth therein that LESSOR elects to terminate the Lease or declare the Lease term ended.

d. Notwithstanding anything to the contrary, LESSOR shall not be permitted to do any of the following:

   i. Recover any speculative, indirect, consequential, or incidental damages against LESSEE;

   ii. Recover any punitive damages against LESSEE;

   iii. Accelerate any payments of Base Rent or other charges due from LESSEE to LESSOR hereunder unless LESSEE, after a default, fails to pay the Base Rent or deficiency as required in subparagraph aa above; or

   iv. Recover from LESSEE any amounts expended by LESSOR in connection with renovating, altering, adding to, installing upon, or otherwise modifying the Demised Premises for use by anyone other than LESSEE.

47. **Default by LESSOR**. If LESSOR fails to perform any of its obligations as required by this Lease or if LESSOR has otherwise breached any covenant, representation or warranty, and if LESSOR shall fail to cure such misrepresentation or failure within the a reasonable period of time, then LESSEE shall have its rights and remedies at law or in equity, and LESSEE may also take such steps as may be necessary to cure LESSOR's default, in which event LESSEE shall be entitled to recover from LESSOR or offset against subsequent rent payments all amounts expended by LESSEE for said purposes, together with reasonable attorney's fees and interest thereon from the date due until the paid at the Interest Rate specified in Section 66 below until LESSEE is paid in full; provided that any such offset shall not exceed, in any month, one hundred percent (100%) off the monthly installment of the Base Rate (the "Offset Limit"). Notwithstanding anything to the contrary contained within this Agreement, the undersigned parties agree that LESSOR shall retain all applicable governmental immunities, whether provided by statute or otherwise, and nothing contained within this Agreement shall constitute a waiver of any such governmental immunities.

48. **LESSOR's Rights Upon Cancellation**. In the event LESSOR cancels this lease in the manner set out in this section LESSOR shall take possession of the premises and terminate LESSEE's rights therein. In any action brought by either party against the other for enforcement of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to such other relief as may be awarded.

49. **Airport Expansion**. In the event LESSOR requires the premises for expansion or development of the Airport, LESSOR reserves the right, upon nine (9) months' written notice to LESSEE, to relocate or replace LESSEE's improvements in substantially the same form acceptable to the LESSEE at another comparable location at the Airport acceptable to the LESSEE. The replacement facility shall be completed prior to relocation so that there is no interruption of LESSEE's business operation. All costs and expenses associated with the relocation shall be borne by the LESSOR.
50. **Governmental Agreements**. This lease shall not impair any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the property under the lease, or substantially destroy the commercial value of the improvements, or to materially impair LESSEE's operations, LESSOR shall relocate the improvements in the manner described in Section 50.
51. **Option in Event of Relocation**. In the event a relocation of improvements is required by the LESSEE under Section 49, or necessitated under Section 50 above, LESSEE shall have the option, in lieu of accepting such relocated premises, to cancel this lease prior to the commencement of construction of relocation facilities, in which event, LESSEE shall be entitled to the liquidated damages provided in Section 44.
52. **Right of First Refusal**.
    a. Premises. LESSEE shall be entitled to a right of first refusal and first option to lease the property further described in Exhibit E.
    b. Grant of First Option. The Lessor does hereby grant unto the Lessee the exclusive and irrevocable right, during the term of this agreement, of first refusal and first option to lease, upon the terms and conditions hereinafter set forth, Lessor's remaining property as depicted in Exhibit "D".
    c. Exercise of First Option. This right of first refusal may be exercised within fifteen (15) days from notification by Lessor that Lessor desires to lease the subject property. Lessor is obligated to provide such notice to Lessee prior to offering the property to a third party.
    d. Payment Terms. Beginning on the effective date in Section 5, and for the term of this right of first refusal and first option to lease, Lessee shall pay to Lessor a total monthly rate of $250.00 per month for the right of first refusal for the remaining land identified in Exhibit E.
    e. The right of first refusal terminates upon the exercise of the option by Lessee.
    f. The right of first refusal is subject to the cancellation provisions in this lease.
53. **Assignment**. The LESSEE's sub-lessee shall be entitled to all of the same rights as the LESSEE and subjected to all of the same restrictions as set forth herein. However, LESSOR's consent

shall not be required for any:

a. assignment of subletting to an affiliate or subsidiary of the LESSEE, or
b. the assignment or subletting to any mortgagee or to a purchaser from any mortgagee at foreclosure.
c. Assignment of a portion of the lease space to tenants or subtenants of LESSEE consistent with the development of commercial or retail property for lease.

54. **Other Instruments.** Upon the request of either party, the LESSOR and the LESSEE will execute a recordable short form lease evidencing that the premises have been demised to the LESSEE and a recordable instrument evidencing the term of this lease and its commencement date, when commencement date shall have been determined.
55. **Paragraph Headings**. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this lease.
56. **Notices**. Notices to LESSOR provided for herein shall be sufficient if sent by Registered or Certified Mail, postage prepaid, addressed to:

JEFFERSON COUNTY, TEXAS
Jack Brooks Regional Airport
Attn: Mr. Alex Rupp, Airport Director
5000 Jerry Ware Drive Suite 100
Beaumont, TX 77705
409.719.4900

and notices to said LESSEE, if sent by Registered or Certified Mail, postage prepaid addressed to:

MID-COUNTY PLAZA, LLC
Attn: Henry LaBrie
10655 FM 365
Beaumont, TX 77705

and/or to such other addresses as the parties may designate to each other in writing from time to time.

57. **Successors and Assigns**. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.
58. **Termination of Lease**. This lease shall terminate at the end of the full term hereof. Upon such termination, LESSEE shall have no further right or interest in any of the land hereby demised or in any of the improvements thereon.
59. **Attornment**. Should Lessor sell, convey or transfer its interest in the premises, then Lessee shall attorn to such succeeding party as its Lessor under this lease promptly upon any such succession, provided that such succeeding party assumes all of Lessor's duties and obligations

under this lease and agrees not to disturb Lessee's leasehold interest hereunder in accordance with this Section as long as Lessee is not in material default beyond any cure period hereunder.

60. **Entire Agreement, Amendment and Binding Effect**. This lease constitutes the entire agreement between Lessor and Lessee relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This lease may be amended only by a written document duly executed by Lessor and Lessee, and any alleged amendment which is not so documented shall not be effective as to either party.
61. **Severability**. This lease is intended to be performed in accordance with and only to the extent permitted by the law. If any provision of this lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
62. **Construction**. Unless the context of this lease clearly requires otherwise,
    a. pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character;
    b. the singular shall include the plural wherever and as often as may be appropriate;
    c. the term "includes" or including" shall mean including without limitation; and
    d. the words "hereof" or "herein" refer to this entire lease and not merely the Section or Article number in which such words appear. Article and Section headings in this lease are for convenience of reference and shall not affect the construction or interpretation of this lease. Any reference to a particular "Article" or Section" shall be construed as referring to the indicated article or section of this lease.
63. **Force Majeure**. Lessee shall be entitled to rely upon force majeure as an excuse
    a. for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon force majeure as an excuse for timely performance unless Lessee:
    b. uses economically reasonable efforts to overcome the effects of the event of force majeure;
    c. gives written notice to Lessor within two years after the occurrence of the event describing with reasonable particularity the nature thereof;
    d. commences performance of its obligation hereunder immediately upon the cessation of the event, and;
    e. gives written notice to Lessor within two years after the cessation of the event advising Lessor of the date upon which the event ceased to constitute an event of force majeure.
    f. Force majeure shall mean:
        i. acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and

other adverse and inclement weather, fires, explosions, floods, acts of public enemy, wars, blockades, insurrections, riots or civil disturbances;

ii. labor disputes, strikes, work slowdowns, or work stoppages but nothing herein contained shall require the party subject to such labor disputes, strikes, work slowdowns, or work stoppages to settle or otherwise resolve same;

iii. orders or judgments of any federal, state or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon;

iv. power failure and outages affecting the leased premises; and

v. any other similar cause or event, provided that the foregoing is beyond the reasonable control of the party claiming force majeure.

64. **Interpretation**. Both Lessor and Lessee and their respective legal counsel have reviewed and have participated in the preparation of this lease.

65. **Multiple Counterparts**. This lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

66. **Interest Rate**. Except where a different rate of interest is expressly provided for elsewhere in this Lease, interest payable under this Lease shall be paid at an annual rate (the "Interest Rate") equal to the lessor of:
    a. The prime interest rate charged by Citibank, N.A. plus two percent (2%), or
    b. The highest interest rate permitted by law.

67. **Governmental Limitation**. Notwithstanding any other provision of this lease agreement, LESSOR shall not be required to perform any action, make any expenditure or cure any default, which would be in violation of any statutory or constitutional provision regulating the conduct of the County's business.

EXECUTED in triplicate originals as of July __, 2020.

LESSOR:

Jefferson County

BY: _____

Jeff Branick

Jefferson County Judge

ATTEST:

Jefferson County

BY: _____

Carolyn Guidry

Jefferson County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

LESSEE:

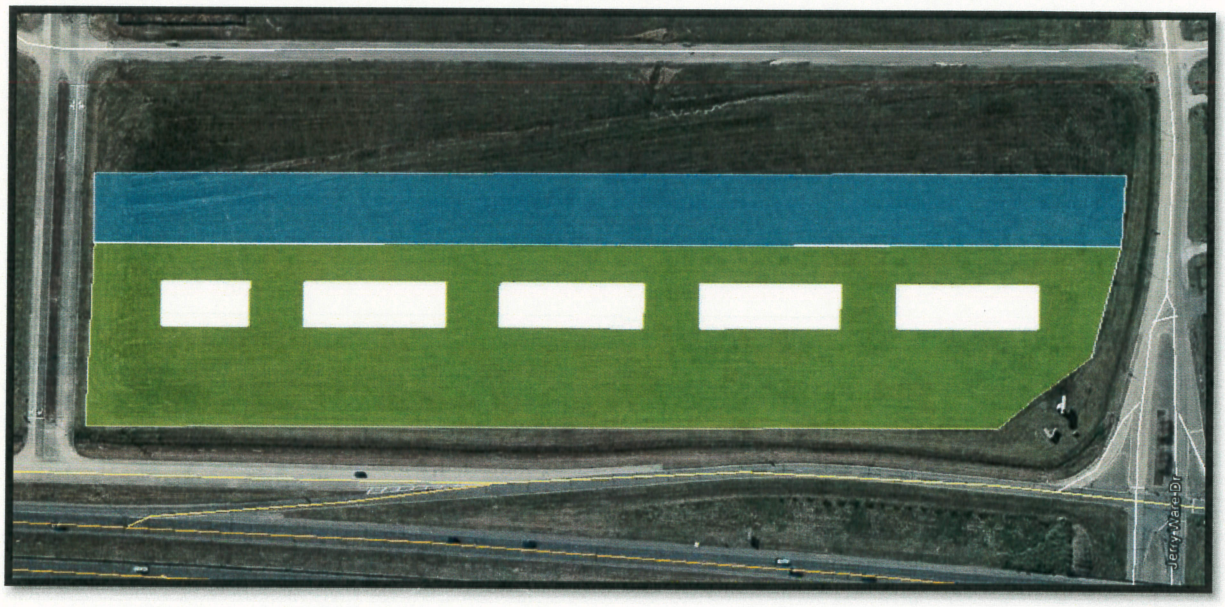
Mid-County Plaza, LLC.

BY: _____

Henry LaBrie

Authorized Representative

Exhibit A – Approximate Location of Development Property



Area in green represents the development property of approximately 8.2 acres. White rectangles represent approximate locations of planned retail development buildings. Area in blue is the approximate location of an Airport drainage improvement, subject to adequate grant funding.

Lessee intends to access the development property from Jerry Ware Drive and the unnamed new entrance road.

Exhibit B – Initial Plot Plan

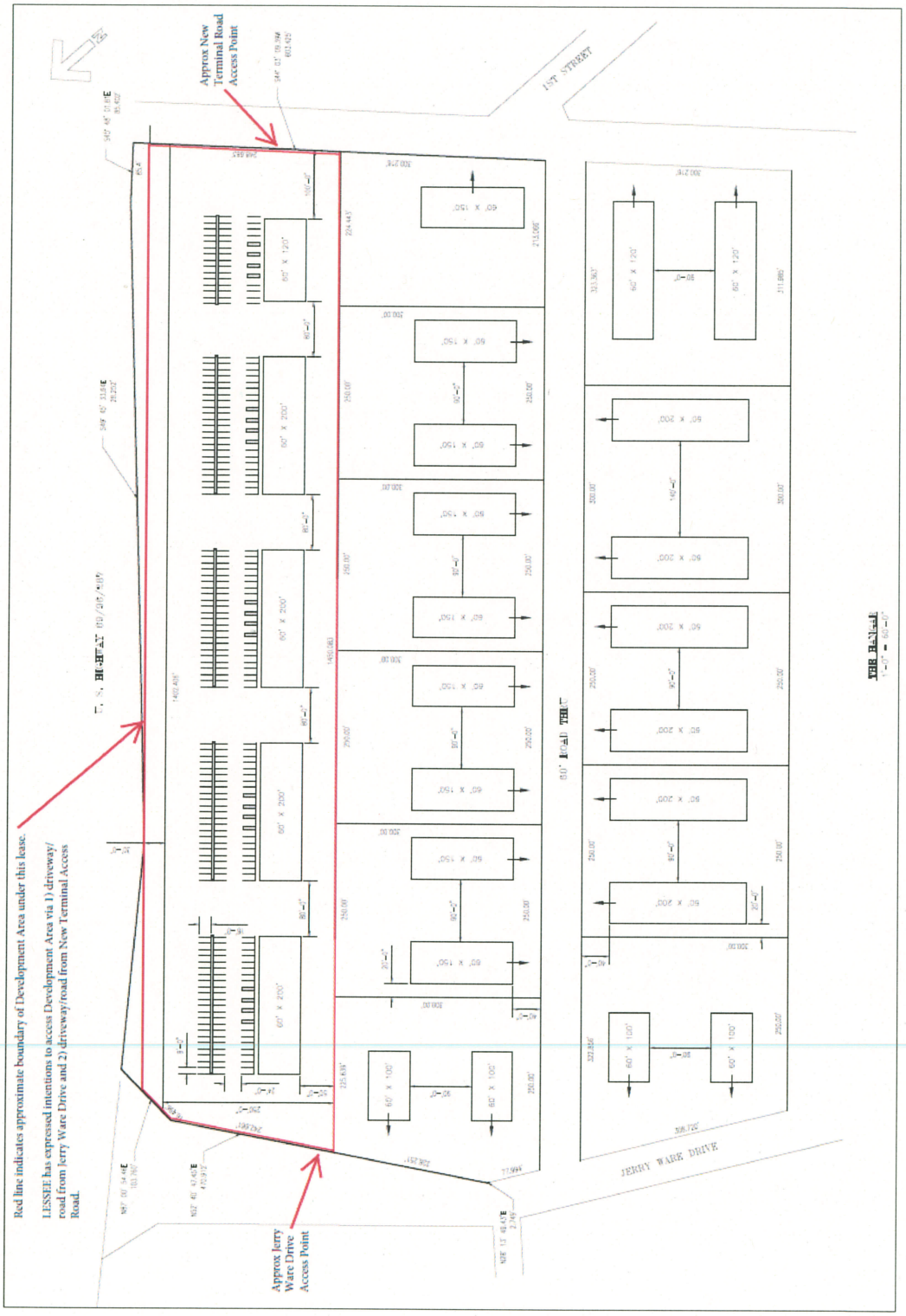


Exhibit C – Certificates of Occupancy & Surveys

Exhibit D – As Builts

Exhibit E – Right of First Refusal Property

Approx. 49 Acres Total

Jefferson County

Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing

FROM: Commissioner Everette Alfred

DATE: July 17, 2020

RE: **Transfer Funds**

Please transfer the following into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs:

- **$15,000** from account # 114-0402-431.10-09 (Foreman); and

Please transfer the following into account # 114-0405-431.40-09 (Buildings and Grounds) for additional cost of building maintenance:

- **$500** from account # 114-0402-431.30-16 (Chemicals, Sprays, Etc.)

Thank you.

EA/nr

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

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

WHEREAS, the Jefferson County Commissioner's Court approves entering into the County Transportation Infrastructure Fund Grant Agreement (Agreement) with the Texas Department of Transportation (TxDOT); and

WHEREAS, the County Judge is authorized to sign the Agreement; It is further approved that the County Engineer is hereby designated as the County Authorized Representative to coordinate efforts with TxDOT and is authorized to sign and file all necessary documents to ensure compliance with the Agreement; and

WHEREAS, Jefferson County applied for grant funds under the County Transportation Infrastructure Grant Program and the Texas Department of Transportation (TxDOT) awarded Jefferson County with a total eligible grant award of $353,148; and

WHEREAS, before receiving any allowable reimbursements from the eligible grant amount, Jefferson County must enter into a grant agreement with TxDOT.

NOW THEREFORE BE IT RESOLVED, that the Jefferson County Commissioners Court authorizes the County Judge to execute the County Transportation Infrastructure Fund Grant Agreement.

BE IT FURTHER RESOLVED, that the Jefferson County Commissioners Court authorizes the County Engineer to sign all invoices, certifications, and any other necessary documentation related to the County Transportation Infrastructure Grant Program.

SIGNED this 4th day of August 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

Contract # CTIF-02-124
District # 20
Code Chart 64 # 50124
Project: Jefferson 2020 CTIF Award

STATE OF TEXAS §

COUNTY OF TRAVIS §

COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Jefferson County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

1. Agreement Period. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.

2. Scope of Work. The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.

3. List of Transportation Infrastructure Projects. The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting or

completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. **Project Sources, Uses of Funds, and Reimbursement.**
   a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
   b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
   c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
   d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
   e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project, such as inspection of the project and any other indirect State costs.
   f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
   g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit

or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5. Project Responsibilities. The County is responsible for all aspects of the work constituting this Project or projects appearing on the list provided by the County unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that it has complied with all program requirements and applicable federal, state, and local laws and regulations.

6. Final Inspection. The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty days after the inspection is completed.

7. Right of Way and Real Property Acquisition. The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601et seq.

8. Suspension. If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

9. Termination of this Agreement. This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, or:

a. the Agreement is terminated in writing with the mutual consent of the parties;
b. the Agreement is terminated because the County has breached the agreement for Failure to Comply, as stated in Paragraph 16; or
c. a period of five years has passed since the anniversary date of the grant award to the County.

10. Environmental Permitting and Regulatory Issues.

a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
b. The County is responsible for coordination and environmental clearance.
c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter

469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

12. Project Maintenance. The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

13. Historically Underutilized Business (HUB) Program Requirements. The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

14. Grant Management Standards. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

15. Certification.
Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

16. Failure to Comply.

a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

17. Amendments. An amendment to this agreement must be in writing and executed jointly by the State and the County.

Contract # CTIF-02-124
District # 20
Code Chart 64 # 50124
Project: Jefferson 2020 CTIF Award

18. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

19. Notices. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
Jeff R. Branick	Texas Department of Transportation
County Judge	Director – Contract Services
P.O. Box 4025	125 E. 11th Street
Beaumont, TX 77704	Austin, Texas 78701-2483

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

20. Legal Construction. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

21. Responsibilities of the Parties.

a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

Contract #_____CTIF-02-124
District #_____20
Code Chart 64 #_____50124
Project:_____Jefferson 2020 CTIF Award

d. ***The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.***
e. ***Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each***: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) ***contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.***
f. If at any time after the award of funding to the County for any approved infrastructure project the County receives other funding for the work or uses other County funding for the work, the County shall notify the State of that fact within 45 days after becoming aware of the new funding. The State may, in its discretion, reduce the amount of the grant award to the County by the amount received from the other source.

22. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

24. Sole Agreement. This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or its duly authorized representatives for verification, review, and inspection at its office during the contract period and for seven years from the date the final payment is received by the County or until any impending litigation or claims are resolved.

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26. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE COUNTY

_____
Signature

Jeff Branick, County Judge
Printed Name and Title

_____
Date

THE STATE OF TEXAS

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

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ATTACHMENT A

Resolution or Ordinance

Contract # CTIF-02-124
District # 20
Code Chart 64 # 50124
Project: Jefferson 2020 CTIF Award

ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of: Jefferson

Amount of Grant Funds Awarded by State: $ 353,148

Minimum amount of County Matching Funds*: $ 88,287

* The State Share will be 90% for those counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for those counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

Texas Traffic Safety eGrants

Fiscal Year 2021

Organization Name: Jefferson County Sheriff's Office

Legal Name: County of Jefferson

Payee Identification Number: 17460002912052

Project Title: STEP Comprehensive

ID: 2021-JeffersonCoSO-S-1YG-00100

Period: 10/01/2020 to 09/30/2021

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Jefferson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District.**

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2020.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **010807535**
FAIN:
18X9204020TX21
69A3752130000402OTX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2020** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2021** unless terminated or otherwise modified.

Total Awarded: **$38,646.60**
Amount Eligible for Reimbursement by the Department: **$28,763.90**
Match Amount provided by the Subgrantee: **$9,782.60**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200, and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are

based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has

period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined on

performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result

damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to

perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For those classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** , (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973** , (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this

Contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

and USDOT (if applicable).

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 *et seq.*).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the

certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a

covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf .

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money.

The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

I. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

II. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

related grant programs. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports

2. physical inspection of project records and supporting documentation

3. telephone conversations

4. e-mails and letters

5. quarterly review meetings

6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met

2. Review project accomplishments (performance measures completed, targets achieved)

3. Account for any approved Program Income earned and expended

4. Identify exemplary performance or best practices

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GOALS AND STRATEGIES

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws. Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To increase occupant restraint use in all passenger vehicles and trucks.
Strategy:	Increase and sustain high visibility enforcement of occupant protection laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.
Goal:	To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
Goal:	To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
Strategies:	Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices. Increase public information and education on Distracted Driving related traffic issues.

[X] I agree to the above goals and strategies.

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BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) **From 8/1/2018 To 7/31/2019**

Baseline Measure	Arrests/Citations	Written Warnings	KA Crashes
Driving Under Influence (DUI)	36	0	9
Speed	566	0	3
Safety Belt	179	0	6
Child Safety Seat	43	0	
Intersection Traffic Control (ITC)	104	0	4
Distracted Driving Citations	0	0	0
Other Elements	572	9009	10

If you have additional attachments, provide them on the "Attachments" page.

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	8	
Reduce the number of Speed-related crashes to	2	
Reduce the number of Safety Belt-related crashes to	3	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	3	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	491	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

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OPERATIONAL PLAN

Zone Name :	Zone 1
Zone Location :	I-10 From Smith Road to FM365
Zone Hours :	
Zone Heat Map : (attach)	https://www.dot.state.tx.us/apps/egrants/_Upload/943163_337651-Zone1-combinedmaps.pdf

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OPERATIONAL PLAN

Zone Name :	Zone 2
Zone Location :	HWY73 from LaBelle Road to Boondocks
Zone Hours :	
Zone Heat Map : (attach)	https://www.dot.state.tx.us/apps/egrants/_Upload/943168_337651-Zone2-combine.dmaps.pdf

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	$28,763.90	$0	$28,763.90
(200)	Fringe Benefits:	$0	$9,782.60	$9,782.60
	Sub-Total:	$28,763.90	$9,782.60	$38,546.50
Category II - Other Direct Costs				
(300)	Travel:	$0	$0	$0
(400)	Equipment:	$0	$0	$0
(500)	Supplies:	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0
(700)	Other Miscellaneous:	$0	$0	$0
	Sub-Total:	$0	$0	$0
Total Direct Costs:		$28,763.90	$9,782.60	$38,546.50
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	$0	$0	$0
Summary				
	Total Labor Costs:	$28,763.90	$9,782.60	$38,546.50
	Total Direct Costs:	$0	$0	$0
	Total Indirect Costs:	$0	$0	$0
Grand Total		$28,763.90	$9,782.60	$38,546.50
	Fund Sources (Percent Share):	74.62%	25.38%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Jefferson

Project Title: STEP Comprehensive

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	JUDGE JEFF R. BRANICK
Title:	COUNTY JUDGE
Signature:	
Date:	08/04/20
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	RYAN BODLEY SR.	SERGEANT
2.	PATRICK SWAIN	COUNTY AUDITOR
3.		

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	19.35	473765	
			19.35**
ROAD & BRIDGE PCT.#1			
ENTERGY	1,657.18	473730	
M&D SUPPLY	77.89	473739	
SMART'S TRUCK & TRAILER, INC.	63.29	473756	
VERIZON WIRELESS	75.98	473792	
			1,874.34**
ROAD & BRIDGE PCT.#2			
MUNRO'S	20.46	473741	
SMART'S TRUCK & TRAILER, INC.	51.22	473756	
TRI-CITY FASTENER & SUPPLY	176.00	473764	
CENTERPOINT ENERGY RESOURCES CORP	41.82	473812	
			289.50**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,758.47	473708	
BEAUMONT TRACTOR COMPANY	527.64	473712	
FARM & HOME SUPPLY	11.99	473723	
ENTERGY	255.46	473730	
ISI COMMERCIAL REFRIGERATION	306.60	473733	
MUNRO'S	38.85	473741	
OFFICE DEPOT	127.22	473743	
RITTER @ HOME	282.93	473751	
VULCAN MATERIALS CO.	6,014.92	473769	
DEPARTMENT OF INFORMATION RESOURCES	.02	473779	
AIR SOLUTIONS	5,180.00	473811	
ALL SERV INDUSTRIAL LLC	110.83	473826	
PARKER LUMBER	209.38	473834	
PRO CHEM INC	248.68	473841	
GULF COAST	361.32	473877	
			16,434.31**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	2,641.81	473708	
KINSEL FORD, INC.	104.02	473736	
M&D SUPPLY	64.73	473739	
MUNRO'S	200.84	473741	
OIL CITY TRACTORS, INC.	111.91	473744	
BEAUMONT INDEPENDENT SCHOOL	1,501.50	473774	
JASON'S DELI	481.40	473781	
LD CONSTRUCTION	180.95	473828	
ATTABOY TERMITE & PEST CONTROL	10.00	473830	
SCHEAFFER MFG CO	1,010.56	473849	
MARTIN MARIETTA MATERIALS	1,501.44	473856	
GULF COAST	217.81	473877	
			8,026.97**
ENGINEERING FUND			
SANITARY SUPPLY, INC.	91.41	473753	
			91.41**
PARKS & RECREATION			
A&A EQUIPMENT	334.85	473704	
DISCOVERY INFORMATION TECHNOLOGIES	75.00	473719	
FARM & HOME SUPPLY	6.43	473723	
MATHESON TRI-GAS	207.84	473766	
VULCAN MATERIALS CO.	11,371.19	473769	
SUNBELT RENTALS	31.23	473804	
LANSDOWNE-MOODY CO	513.55	473819	
SPRINT WASTE SERVICES LP	310.80	473851	
GULF COAST	5,993.81	473877	
			18,844.70**
GENERAL FUND			
JEFFERSON CTY. CLERK	3,035.41	473707	
JUSTICE OF THE PEACE, PCT. 8	100.00	473776	
			3,135.41*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	84.83	473743	
DEPARTMENT OF INFORMATION RESOURCES	.04	473779	
UNITED STATES POSTAL SERVICE	784.57	473794	
CUMMINS-ALLISON CORP	155.89	473843	
			1,025.33*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.42	473794	
			.42*
AUDITOR'S OFFICE			
OFFICE DEPOT	191.31	473743	
UNITED STATES POSTAL SERVICE	1.72	473794	
			193.03*
COUNTY CLERK			
OFFICE DEPOT	103.33	473743	
UNITED STATES POSTAL SERVICE	199.27	473794	
			302.60*
COUNTY JUDGE			
OFFICE DEPOT	194.44	473743	
ROCKY LAWDERMILK	1,350.00	473798	
THE YOES LAW FIRM, LLP	500.00	473814	
KIMBERLY PHELAN, P.C.	450.00	473815	
SNIDER TIRE INC	500.00	473824	
GRACE NICHOLS	450.00	473825	
FRANCES BLAIR BETHEA	1,000.00	473832	
HARVEY L WARREN III	2,700.00	473833	
			7,144.44*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	18.91	473794	
			18.91*
COUNTY TREASURER			
OFFICE DEPOT	752.14	473743	
CDW COMPUTER CENTERS, INC.	118.45	473775	
UNITED STATES POSTAL SERVICE	75.31	473794	
			945.90*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	292.03	473745	
CIT TECHNOLOGY FINANCING SERVICE	499.00	473822	
PARKER BUSINESS FORMS	128.00	473831	
			919.03*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	601.64	473722	
PORT ARTHUR NEWS, INC.	322.44	473748	
UNITED STATES POSTAL SERVICE	5.57	473794	
			929.65*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	473735	
SPINDLETOP MHMR	34,323.66	473738	
TEXAS WORKFORCE COMMISSION	47,950.41	473761	
ADVANCED STAFFING	97.50	473772	
CROWN CASTLE INTERNATIONAL	1,639.00	473806	
ROCHESTER ARMORED CAR CO INC	5,765.94	473836	
			89,816.51*
DATA PROCESSING			
VERIZON WIRELESS	75.98	473792	
			75.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	182.42	473794	
			182.42*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	144.19	473743	
UNITED STATES POSTAL SERVICE	179.00	473794	

NAME	AMOUNT	CHECK NO.	TOTAL
PV RENTALS LLC	627.47	473859	
			950.66*
DISTRICT ATTORNEY			
DALLAS CHILDRENS ADVOCACY CENTER	600.00	473718	
FED EX	28.46	473725	
MOTOROLA SOLUTIONS INC	34,991.56	473773	
UNITED STATES POSTAL SERVICE	137.78	473794	
FUNCTION 4 LLC	360.00	473860	
			36,117.80*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	164.69	473794	
			164.69*
CRIMINAL DISTRICT COURT			
OFFICE DEPOT	206.37	473743	
UNITED STATES POSTAL SERVICE	2.10	473794	
DUSTIN R. GALMOR	1,012.50	473837	
JAMES R. MAKIN, P.C.	2,338.95	473838	
TURK LAW FIRM	900.00	473844	
			4,459.92*
58TH DISTRICT COURT			
OFFICE DEPOT	94.26	473743	
			94.26*
136TH DISTRICT COURT			
THOMSON REUTERS-WEST	42.00	473847	
			42.00*
252ND DISTRICT COURT			
OFFICE DEPOT	45.94	473743	
UNITED STATES POSTAL SERVICE	93.45	473794	
DUSTIN R. GALMOR	2,962.25	473837	
			3,101.64*
279TH DISTRICT COURT			
LAIRON DOWDEN, JR.	325.00	473720	
			325.00*
317TH DISTRICT COURT			
TRACEY D. BURK	645.90	473714	
CATHERINE BRUNEY	350.00	473732	
ANITA F. PROVO	2,300.00	473750	
CHARLES ROJAS	450.00	473778	
GLEN M. CROCKER	750.00	473796	
JOEL WEBB VAZQUEZ	300.00	473810	
WILLIAM FORD DISHMAN	1,500.00	473850	
GORDON D FRIESZ	2,160.00	473857	
PATRICIA VELASCO	2,465.42	473858	
			10,921.32*
JUSTICE COURT-PCT 1 PL 1			
CURTIS 1000, INC.	567.13	473717	
UNITED STATES POSTAL SERVICE	23.14	473794	
			590.27*
JUSTICE COURT-PCT 4			
OFFICE DEPOT	168.96	473743	
DEPARTMENT OF INFORMATION RESOURCES	.16	473779	
			169.12*
JUSTICE COURT-PCT 6			
KIRKSEY'S SPRINT PRINTING	24.95	473737	
OFFICE DEPOT	166.10	473743	
UNITED STATES POSTAL SERVICE	6.01	473794	
SIERRA SPRING WATER CO. - BT	37.74	473795	
			234.80*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.23	473779	
			.23*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	5.45	473794	
THE SAMUEL FIRM, PLLC	250.00	473872	
			255.45*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	250.00	473713	
EDWARD B. GRIPON, M.D., P.A.	595.00	473729	
OFFICE DEPOT	57.78	473743	
UNITED STATES POSTAL SERVICE	9.22	473794	
JOEL WEBB VAZQUEZ	1,250.00	473810	
			2,162.00*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.42	473794	
			1.42*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.26	473794	
			1.26*
SHERIFF'S DEPARTMENT			
FAST SIGNS, INC.	12.00	473724	
OFFICE DEPOT	154.85	473743	
DEPARTMENT OF INFORMATION RESOURCES	537.33	473779	
VERIZON WIRELESS	3,381.11	473791	
UNITED STATES POSTAL SERVICE	432.20	473794	
TIME WARNER CABLE BUSINESS CLASS	1,040.12	473820	
MATERA PAPER COMPANY INC	396.00	473846	
24 HR SAFETY LLC	24.50	473852	
GALLS LLC	460.00	473855	
NATIONAL POLICE CANINE ASSOCIATION	300.00	473891	
			6,738.11*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	430.73	473710	
FISHER SCIENTIFIC	72.60	473726	
OFFICE DEPOT	381.23	473743	
SANITARY SUPPLY, INC.	176.16	473753	
CERILLIANT	100.40	473800	
LIPOMED	102.60	473835	
AIRGAS USA, LLC	229.30	473869	
			1,493.02*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	153.46	473705	
BOB BARKER CO., INC.	11,184.77	473711	
CITY OF BEAUMONT - WATER DEPT.	15,584.21	473716	
M&D SUPPLY	38.78	473739	
MCNEILL INSURANCE AGENCY	71.00	473740	
OVERHEAD DOOR CO.	523.25	473746	
SANITARY SUPPLY, INC.	1,512.20	473753	
TRIANGLE COMPUTER & TELEPHONE	255.00	473763	
DEPARTMENT OF INFORMATION RESOURCES	1.68	473779	
LOWE'S HOME CENTERS, INC.	189.84	473797	
TEXAS GAS SERVICE	585.71	473801	
SAM'S CLUB DIRECT	1,079.78	473842	
GALLS LLC	304.00	473855	
THE MONOGRAM SHOP	72.00	473862	
DEEP SOUTH CRANE & RIGGING, LLC	7,035.00	473871	
TRINITY SERVICES GROUP INC	34,989.71	473876	
			73,580.39*
JUVENILE PROBATION DEPT.			
EDWARD B. GRIPON, M.D., P.A.	450.00	473729	
VERIZON WIRELESS	52.90	473792	
UNITED STATES POSTAL SERVICE	10.13	473794	
CHAD AVY ADVERTISING & DESIGN	900.00	473867	
			1,413.03*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	2,898.25	473716	
MCKESSON MEDICAL-SURGICAL INC	627.12	473777	
LATRICIA COLEMAN	43.29	473799	

NAME	AMOUNT	CHECK NO.	TOTAL
CHARMTEX INC.	199.20	473805	
FLOWERS FOODS	93.31	473807	
BEN E KEITH FOODS	206.77	473809	
CENTERPOINT ENERGY RESOURCES CORP	384.69	473812	
A1 FILTER SERVICE COMPANY	183.79	473839	
BIG THICKET PLUMBING INC	406.23	473865	
STERICYCLE, INC	35.00	473866	
			5,077.65*
CONSTABLE PCT 1			
OFFICE DEPOT	969.18	473743	
VERIZON WIRELESS	227.94	473792	
UNITED STATES POSTAL SERVICE	4.61	473794	
TND WORKWEAR CO LLC	1,259.45	473861	
			2,461.18*
CONSTABLE-PCT 2			
OFFICE DEPOT	349.61	473743	
MOTOROLA SOLUTIONS INC	23,320.74	473773	
VERIZON WIRELESS	113.97	473792	
			23,784.32*
CONSTABLE-PCT 4			
GT DISTRIBUTORS, INC.	283.90	473727	
MOTOROLA SOLUTIONS INC	19,431.86	473773	
VERIZON WIRELESS	113.97	473792	
			19,829.73*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	473792	
UNITED STATES POSTAL SERVICE	7.60	473794	
			121.57*
CONSTABLE PCT. 7			
AT&T	33.82	473758	
MOTOROLA SOLUTIONS INC	23,324.92	473773	
DEPARTMENT OF INFORMATION RESOURCES	.06	473779	
VERIZON WIRELESS	113.97	473792	
			23,472.77*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	473792	
			113.97*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	58.00	473743	
			58.00*
HEALTH AND WELFARE NO. 1			
AUSTIN CECIL WALKES MD PA	3,245.08	473771	
UNITED STATES POSTAL SERVICE	106.37	473794	
NUANCE COMMUNICATIONS, INC	237.00	473873	
CARAHSOFT TECHNOLOGY CORPORATION	10.00	473886	
			3,598.45*
HEALTH AND WELFARE NO. 2			
NSO - NURSES SERVICE ORGANIZATION	222.00	473706	
GABRIEL FUNERAL HOME, INC.	1,500.00	473728	
OFFICE DEPOT	1,279.96	473743	
PETTY CASH - N C WELFARE	149.00	473747	
AUSTIN CECIL WALKES MD PA	3,245.08	473771	
NOTARY PUBLIC UNDERWRITERS AGENCY	112.00	473780	
STERICYCLE, INC	35.00	473866	
			6,543.04*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	473709	
MCKESSON MEDICAL-SURGICAL INC	877.84	473777	
			1,877.84*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.07	473779	
			.07*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
CARDINAL HEALTH 110 INC	32,993.71	473848	
			32,993.71*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	473791	
			150.00*
MAINTENANCE-BEAUMONT			
M&D SUPPLY	148.27	473739	
RALPH'S INDUSTRIAL ELECTRONICS	492.36	473752	
SANITARY SUPPLY, INC.	1,350.86	473753	
ACE IMAGEWEAR	213.94	473755	
AT&T	95.74	473758	
DEPARTMENT OF INFORMATION RESOURCES	745.18	473779	
AT&T GLOBAL SERVICES	2,763.00	473802	
BELT SOURCE	14.99	473817	
FIRETROL PROTECTION SYSTEMS, INC.	292.00	473823	
WASTEWATER TRANSPORT SERVICES LLC	248.00	473853	
REXEL USA INC	48.30	473864	
			6,412.64*
MAINTENANCE-PORT ARTHUR			
DEPARTMENT OF INFORMATION RESOURCES	.10	473779	
			.10*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	73.97	473751	
ACE IMAGEWEAR	88.33	473755	
CENTERPOINT ENERGY RESOURCES CORP	82.82	473812	
			245.12*
SERVICE CENTER			
JEFFERSON CTY. TAX OFFICE	7.50	473782	
JEFFERSON CTY. TAX OFFICE	7.50	473783	
JEFFERSON CTY. TAX OFFICE	7.50	473784	
JEFFERSON CTY. TAX OFFICE	7.50	473785	
JEFFERSON CTY. TAX OFFICE	7.50	473786	
JEFFERSON CTY. TAX OFFICE	7.50	473787	
JEFFERSON CTY. TAX OFFICE	7.50	473788	
JEFFERSON CTY. TAX OFFICE	22.00	473789	
JEFFERSON CTY. TAX OFFICE	7.50	473790	
			82.00*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	10.24	473794	
			10.24*
			374,338.42**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	77.81	473734	
MUNRO'S	84.04	473741	
TEXAS WORKFORCE COMMISSION	13.44	473761	
UNITED PARCEL SERVICE	14.08	473768	
DEPARTMENT OF INFORMATION RESOURCES	.14	473779	
CENTERPOINT ENERGY RESOURCES CORP	37.08	473812	
O'REILLY AUTO PARTS	287.78	473868	
CY-FAIR TIRE	40.50	473874	
			554.87**
FEMA EMERGENCY			
SANITARY SUPPLY, INC.	1,410.60	473754	
TRI-SUPPLY COMPANY	1,424.99	473767	
VERIZON WIRELESS	137.16	473791	
SHERWIN-WILLIAMS	725.00	473827	
LD CONSTRUCTION	188.00	473829	
TEXAS DIVISION OF EMERGENCY MANAGEM	75,817.53	473878	
TEXAS DIVISION OF EMERGENCY MANAGEM	115,837.82	473879	
ALLIED UNIVERSAL SECURITY SERVICES	20,188.70	473881	
JORDYN ROBERTS	375.00	473888	
TAMMY LYN SAIN	345.00	473889	
			216,175.48**
J.C. FAMILY TREATMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
PATRICIA VELASCO	40.00	473858	
DEANN WILLS	1,325.70	473883	
MARY BEVIL	8.30	473892	
			1,374.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,024.35	473881	
			10,024.35**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	344.69	473847	
			344.69**
EMPG GRANT			
VERIZON WIRELESS	94.52	473791	
COTTON CARGO	1,035.00	473875	
			1,129.52**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	70.17	473792	
RITE OF PASSAGE	162.30	473890	
			232.47**
GRANT A STATE AID			
RITE OF PASSAGE	162.30	473890	
			162.30**
COMMUNITY SUPERVISION FND			
DEPARTMENT OF INFORMATION RESOURCES	.43	473779	
VERIZON WIRELESS	43.33	473792	
UNITED STATES POSTAL SERVICE	233.14	473794	
			276.90**
JEFF. CO. WOMEN'S CENTER			
OFFICE DEPOT	84.68	473743	
SYSCO FOOD SERVICES, INC.	506.05	473759	
BURT WALKER PARTNERS, LTD	4,500.00	473770	
DEPARTMENT OF INFORMATION RESOURCES	.20	473779	
VERIZON WIRELESS	16.11	473792	
BEN E KEITH FOODS	380.63	473808	
MATERA PAPER COMPANY INC	329.71	473846	
GLOBAL TEL*LINK CORP	1,000.00	473854	
			6,817.38**
LAW OFFICER TRAINING GRT			
TI TRAINING CORP	4,500.00	473821	
			4,500.00**
DRUG INTERVENTION COURT			
STERICYCLE, INC	35.00	473866	
			35.00**
COUNTY RECORDS MANAGEMENT			
TEXAS GULF HISTORICAL SOCIETY	25.00	473762	
BEAUMONT HERITAGE SOCIETY	100.00	473803	
BUILD INC	100.00	473816	
LINDA MCMAHEN	7.75	473818	
			232.75**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	473792	
			227.94**
HOTEL OCCUPANCY TAX FUND			
C. JOHNNIE-ON-THE-SPOT	280.00	473715	
ENTERGY	2,843.75	473730	
M&D SUPPLY	14.40	473739	
MUNRO'S	91.93	473741	
DEPARTMENT OF INFORMATION RESOURCES	2.86	473779	
INDUSTRIAL TRAFFIC CONTROL	16,530.00	473882	
			19,762.94**
CRIME LAB FUNDING CJD			

NAME	AMOUNT	CHECK NO.	TOTAL
CYBERNATIONAL INC	48,370.00	473884	
			48,370.00**
COUNTY CLERK HAVA FUND			
HART INTER CIVIC	42,515.00	473731	
PEERLESS EVENTS AND TENTS LLC	1,062.91	473887	
			43,577.91**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	447.16	473840	
			447.16**
AIRPORT FUND			
SPIDLE & SPIDLE	936.14	473708	
BEAUMONT TRACTOR COMPANY	990.28	473712	
EASTEX RUBBER & GASKET	272.48	473721	
MUNRO'S	86.17	473741	
OFFICE DEPOT	747.32	473743	
S.E. TEXAS BUILDING SERVICE	4,246.66	473757	
TIME WARNER COMMUNICATIONS	105.54	473760	
TEXAS WORKFORCE COMMISSION	93.24	473761	
VERIZON WIRELESS	37.99	473792	
UNITED STATES POSTAL SERVICE	.42	473794	
LOWE'S HOME CENTERS, INC.	73.16	473797	
CENTERPOINT ENERGY RESOURCES CORP	66.54	473812	
CRAWFORD ELECTRIC SUPPLY COMPANY	42.73	473845	
GALLS LLC	158.00	473855	
TITAN AVIATION FUELS	11,334.05	473870	
			19,190.72**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	60,900.33	473863	
UNITED HEALTHCARE SERVICES INC	1,123.36	473880	
			62,023.69**
SETEC FUND			
COMMERCIAL KITCHEN PARTS & SERVICE	38,630.42	473885	
			38,630.42**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	17,423.45	473813	
			17,423.45**
INDIGENT FILING FEE			
JUSTICE OF THE PEACE, PCT. 8	11.00	473776	
			11.00**
ELECTRONIC FILING FEE			
JUSTICE OF THE PEACE, PCT. 8	10.00	473776	
			10.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,350.00	473682	
CLEAT	306.00	473683	
JEFFERSON CTY. TREASURER	15,563.26	473684	
RON STADTMUELLER - CHAPTER 13	339.81	473685	
INTERNAL REVENUE SERVICE	208.00	473686	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,360.00	473687	
JEFFERSON CTY. COMMUNITY SUP.	8,842.66	473688	
JEFFERSON CTY. TREASURER - HEALTH	548,506.17	473689	
JEFFERSON CTY. TREASURER - GENERAL	25.00	473690	
JEFFERSON CTY. TREASURER - PAYROLL	1,821,377.65	473691	
JEFFERSON CTY. TREASURER - PAYROLL	652,299.11	473692	
MONY LIFE INSURANCE OF AMERICA	72.54	473693	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,975.01	473694	
JEFFERSON CTY. TREASURER - TCDRS	739,124.41	473695	
JEFFERSON COUNTY TREASURER	2,777.33	473696	
JEFFERSON COUNTY - TREASURER -	7,340.06	473697	
NECHES FEDERAL CREDIT UNION	38,533.07	473698	
JEFFERSON COUNTY - NATIONWIDE	76,532.89	473699	
JOHN TALTON	715.38	473700	
BELINDA M ZURITA	230.77	473701	
INVESCO INVESTMENT SERVICES, INC	1,444.99	473702	

NAME	AMOUNT	CHECK NO.	TOTAL
TRELLIS COMPANY	275.40	473703	
CNTY & DIST COURT TECH FD			3,935,199.51**
VERIZON WIRELESS	265.95	473792	
MARINE DIVISION			265.95**
VERIZON WIRELESS	82.31	473791	
			82.31**
			4,847,001.71***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	98.95	473949	
			98.95**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	123.32	473923	
AT&T	67.76	473940	
			191.08**
ROAD & BRIDGE PCT.#2			
BEAUMONT TRACTOR COMPANY	8.49	473900	
ENTERGY	157.38	473916	
MUNRO'S	20.46	473926	
SMART'S TRUCK & TRAILER, INC.	78.24	473938	
ATTABOY TERMITE & PEST CONTROL	54.00	473992	
			318.57**
ROAD & BRIDGE PCT. # 3			
AT&T	76.93	473940	
TIME WARNER COMMUNICATIONS	120.46	473943	
			197.39**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	20.54	473905	
ENTERGY	1,141.68	473916	
UNITED STATES POSTAL SERVICE	5.35	473960	
GULF COAST	247.06	474033	
			1,414.63**
ENGINEERING FUND			
SANITARY SUPPLY, INC.	148.50	473936	
			148.50**
PARKS & RECREATION			
ENTERGY	227.58	473916	
			227.58**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	275.25	473929	
ACE IMAGEWEAR	23.90	473937	
UNITED STATES POSTAL SERVICE	605.81	473960	
			904.96*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	17.71	473960	
			17.71*
AUDITOR'S OFFICE			
OFFICE DEPOT	176.65	473929	
FRAN M. LEE	199.00	473951	
UNITED STATES POSTAL SERVICE	8.96	473960	
			384.61*
COUNTY CLERK			
OFFICE DEPOT	54.21	473929	
UNITED STATES POSTAL SERVICE	295.59	473960	
			349.80*
COUNTY JUDGE			
LOU ANNE GARDNER ATTORNEY AT LAW	500.00	473956	
UNITED STATES POSTAL SERVICE	.50	473960	
SNIDER LAW FIRM PLLC	500.00	474012	
			1,000.50*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.50	473960	
			.50*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	73.76	473960	
			73.76*
PURCHASING DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	105.84	473912	
UNITED STATES POSTAL SERVICE	14.95	473960	
			120.79*
GENERAL SERVICES			
TIME WARNER COMMUNICATIONS	223.30	473945	
ADVANCED STAFFING	97.50	473953	
SAM'S CLUB DIRECT	191.19	474004	
			511.99*
DATA PROCESSING			
MICHAEL BAIN	494.85	473985	
			494.85*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	222.23	473929	
UNITED STATES POSTAL SERVICE	170.49	473960	
			392.72*
ELECTIONS DEPARTMENT			
FED EX	157.22	473912	
AT&T MOBILITY	1,025.02	474018	
PV RENTALS LLC	331.06	474020	
			1,513.30*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	75.00	473921	
KIRKSEY'S SPRINT PRINTING	49.90	473922	
OFFICE DEPOT	84.08	473929	
UNITED STATES POSTAL SERVICE	60.58	473960	
			269.56*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	25.95	473922	
OFFICE DEPOT	296.24	473929	
UNITED STATES POSTAL SERVICE	206.91	473960	
AERIALINK INC	266.27	474023	
			795.37*
CRIMINAL DISTRICT COURT			
WENDELL RADFORD	800.00	473933	
UNITED STATES POSTAL SERVICE	8.16	473960	
			808.16*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	36.76	473963	
JOHN COSELLI	107.87	474030	
			144.63*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.42	473960	
			.42*
252ND DISTRICT COURT			
KEVIN S. LAINE	2,615.00	473954	
UNITED STATES POSTAL SERVICE	9.04	473960	
			2,624.04*
279TH DISTRICT COURT			
ANITA F. PROVO	100.00	473932	
NATHAN REYNOLDS, JR.	300.00	473935	
CHARLES ROJAS	200.00	473958	
JOEL WEBB VAZQUEZ	100.00	473975	
KIMBERLY PHELAN, P.C.	400.00	473979	
P DEAN BRINKLEY	200.00	473996	
JONATHAN L. STOVALL	1,000.00	474000	
ALICIA K HALL	200.00	474003	
WILLIAM FORD DISHMAN	600.00	474010	
			3,100.00*
317TH DISTRICT COURT			
ALISA RAUMAKER, CSR	103.35	473898	
TRACEY D. BURK	103.80	473904	

NAME	AMOUNT	CHECK NO.	TOTAL
GLEN M. CROCKER	300.00	473965	
JONATHAN L. STOVALL	150.00	474000	
WILLIAM FORD DISHMAN	150.00	474010	
GORDON D FRIESZ	500.00	474017	
			1,307.15*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	18.52	473960	
			18.52*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	7.23	473960	
			7.23*
JUSTICE COURT-PCT 7			
AT&T	33.95	473940	
			33.95*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	16.55	473960	
			16.55*
COUNTY COURT AT LAW NO.1			
LEXIS-NEXIS	80.00	473961	
SIERRA SPRING WATER CO. - BT	51.76	473962	
			131.76*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	300.00	473903	
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	473924	
NATHAN REYNOLDS, JR.	250.00	473935	
UNITED STATES POSTAL SERVICE	7.20	473960	
LAURIE PEROZZO	300.00	473993	
JARED GILTHORPE	400.00	474014	
			1,757.20*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	500.00	473903	
OFFICE DEPOT	183.99	473929	
UNITED STATES POSTAL SERVICE	6.70	473960	
ANTOINE FREEMAN	300.00	473986	
LAW OFFICE OF CHARLES MCINTOSH	950.00	474059	
			1,940.69*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.50	473960	
			2.50*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.35	473960	
			4.35*
SHERIFF'S DEPARTMENT			
AT&T	284.75	473940	
UNITED STATES POSTAL SERVICE	789.84	473960	
			1,074.59*
CRIME LABORATORY			
HUNTER JONES	15.99	474019	
			15.99*
JAIL - NO. 2			
ECOLAB	2,424.84	473910	
KIRKSEY'S SPRINT PRINTING	24.95	473922	
M&D SUPPLY	324.00	473923	
SANITARY SUPPLY, INC.	640.90	473936	
AT&T	1,024.60	473940	
WHOLESALE ELECTRIC SUPPLY CO.	637.46	473950	
TRISTAR RISK MANAGEMENT	3,190.48	473977	
CONSTELLATION NEWENERGY - GAS DIVIS	603.46	474006	
MATERA PAPER COMPANY INC	7,921.24	474007	
THOMSON REUTERS-WEST	3,998.71	474008	
GALLS LLC	153.40	474016	

NAME	AMOUNT	CHECK NO.	TOTAL
THE MONOGRAM SHOP	51.00	474024	
CORRHEALTH LLC	371,837.53	474029	
TRINITY SERVICES GROUP INC	17,672.13	474032	
VICTORY SUPPLY LLC	463.68	474034	
SUPERIOR WASTE SOLUTIONS LLC	3,000.00	474041	
			413,968.38*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	90.09	473929	
UNITED STATES POSTAL SERVICE	.84	473960	
BECKER PRINT & MAIL	1,428.80	474026	
			1,519.73*
JUVENILE DETENTION HOME			
MCKESSON MEDICAL-SURGICAL INC	67.58	473957	
FLOWERS FOODS	122.64	473971	
BEN E KEITH FOODS	2,495.95	473972	
BEN E KEITH FOODS	115.35	473974	
			2,801.52*
CONSTABLE PCT 1			
OFFICE DEPOT	56.19	473929	
MOTOROLA SOLUTIONS INC	109.50	473955	
UNITED STATES POSTAL SERVICE	55.33	473960	
GALLS LLC	475.00	474016	
			696.02*
CONSTABLE-PCT 2			
GREATER PORT ARTHUR	175.00	473915	
TAC - TEXAS ASSN. OF COUNTIES	100.00	473942	
			275.00*
CONSTABLE-PCT 4			
GT DISTRIBUTORS, INC.	17.75	473913	
			17.75*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	4.19	473960	
			4.19*
CONSTABLE PCT. 8			
US POSTAL SERVICE	749.00	473966	
			749.00*
AGRICULTURE EXTENSION SVC			
DAVID OATES	300.00	474021	
			300.00*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,040.00	473907	
OFFICE DEPOT	258.84	473929	
UNITED STATES POSTAL SERVICE	80.22	473960	
CARAHSOFT TECHNOLOGY CORPORATION	10.00	474037	
KAYLEE BENNETT	17.00	474038	
			1,406.06*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	1,040.00	473908	
GABRIEL FUNERAL HOME, INC.	3,000.00	473914	
MUNRO'S	35.55	473926	
AT&T	33.95	473940	
MCKESSON MEDICAL-SURGICAL INC	107.28	473957	
UNITED STATES POSTAL SERVICE	11.31	473960	
THE HOME DEPOT PRO	239.76	474031	
			4,467.85*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	103.24	473957	
			103.24*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	78.00	473967	
J.C. PENNEY'S	2,720.16	473968	

NAME	AMOUNT	CHECK NO.	TOTAL
ROSS DRESS FOR LESS, INC.	2,736.43	473982	
			5,534.59*
ENVIRONMENTAL CONTROL			
AT&T	34.07	473940	
			34.07*
INDIGENT MEDICAL SERVICES			
VECTOR SECURITY	150.00	474025	
TDS OPERATING INC	133.92	474028	
			283.92*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	12,667.80	473905	
ENTERGY	38,129.84	473916	
HYDRO-CLEAN SERVICES, INC.	435.00	473917	
M&D SUPPLY	201.07	473923	
OFFICE DEPOT	149.54	473929	
SANITARY SUPPLY, INC.	638.20	473936	
ACE IMAGEWEAR	199.22	473937	
AT&T	6,414.37	473940	
A WALDREP COMPANY INC	570.00	473952	
OTIS ELEVATOR COMPANY	2,808.46	473970	
NORTHERN TOOL AND EQUIPMENT	299.99	474002	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	148.75	474015	
			62,662.24*
MAINTENANCE-PORT ARTHUR			
JOHNSTONE SUPPLY	20.80	473897	
CITY OF PORT ARTHUR - WATER DEPT.	709.44	473906	
NOACK LOCKSMITH	119.90	473927	
S.E. TEXAS BUILDING SERVICE	8,774.98	473939	
AT&T	1,442.23	473940	
TIME WARNER COMMUNICATIONS	98.63	473944	
TIME WARNER COMMUNICATIONS	433.64	473947	
SOLAR	117.67	473964	
BELT SOURCE	96.37	473980	
CHRISTOPHER ELECTRIC INC	1,245.81	473987	
PARKER LUMBER	83.56	473995	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	157.25	474015	
			13,300.28*
MAINTENANCE-MID COUNTY			
ENTERGY	367.11	473916	
SANITARY SUPPLY, INC.	219.11	473936	
			586.22*
SERVICE CENTER			
CLASSIC CHEVROLET	142.85	473893	
SPIDLE & SPIDLE	9,063.29	473896	
J.K. CHEVROLET CO.	2,778.21	473919	
PHILPOTT MOTORS, INC.	529.77	473931	
BUMPER TO BUMPER	224.51	473976	
AMERICAN TIRE DISTRIBUTORS	530.68	473989	
LIBERTY TIRE RECYCLING LLC	239.80	473991	
MIGHTY OF SOUTHEAST TEXAS	251.47	474001	
ADVANCE AUTO PARTS	80.58	474005	
MIDNIGHT AUTO	89.95	474022	
			13,931.11*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	3.62	473960	
			3.62*
			542,462.94**
MOSQUITO CONTROL FUND			
M&D SUPPLY	6.29	473923	
MUNRO'S	168.08	473926	
SOLAR	20.00	473964	
AMERICAN TIRE DISTRIBUTORS	1,283.15	473989	
TEXAS DEPT OF AGRICULTURE	75.00	473990	
			1,552.52**
FEMA EMERGENCY			

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	20.12	473899	
BINSWANGER GLASS CO.	1,856.36	473901	
OFFICE DEPOT	508.73	473930	
MARTIN PRODUCT SALES LLC	10,612.00	473981	
SILSBEE FORD INC	1,686.58	474011	
GULF COAST	167.96	474033	
ALLIED UNIVERSAL SECURITY SERVICES	98.03	474036	
STARCO IMPEX INC	10,000.00	474039	
BASE-SEAL INTERNATIONAL INC	14,520.00	474040	
JORDYN ROBERTS	375.00	474042	
			39,844.78**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	383.90	473967	
KELLY WEBSTER	15.99	473983	
			399.89**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	219.64	474008	
			219.64**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	1,500.00	473920	
			1,500.00**
GRANT A STATE AID			
OFFICE DEPOT	56.68	473929	
			56.68**
COMMUNITY SUPERVISION FND			
BOSWORTH PAPER	393.75	473902	
OFFICE DEPOT	448.62	473929	
TIME WARNER COMMUNICATIONS	146.72	473946	
UNITED STATES POSTAL SERVICE	161.48	473960	
REDWOOD TOXICOLOGY LABORATORY	109.95	473984	
JCCSC	525.00	473999	
			1,785.52**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	2,017.39	473916	
ISI COMMERCIAL REFRIGERATION	105.00	473918	
M&D SUPPLY	87.84	473923	
KIM MCKINNEY, LPC, LMFT	225.00	473925	
OFFICE DEPOT	114.96	473929	
SYSCO FOOD SERVICES, INC.	1,161.37	473941	
BEN E KEITH FOODS	609.85	473973	
ROCHESTER ARMORED CAR CO INC	123.36	473998	
SAM'S CLUB DIRECT	53.88	474004	
			4,498.65**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT	19.18	473929	
			19.18**
LAW OFFICER TRAINING GRT			
EDGAR GEORGE THOMPSON	1,600.00	473988	
JEFFERY & VALERIE SIMON	2,400.00	474043	
BRITTNEY EDGERLY	800.00	474044	
KEITH T. DAVIS JR	400.00	474045	
MICHAEL T. BARNES	800.00	474046	
CHARLES H. JOHNSON JR	400.00	474047	
CHRISTOPHER L BRYANT	400.00	474048	
NGUYEN K. TRAN	800.00	474049	
JOSHUA A. NASH	400.00	474050	
JORDI A. LEBOUEF	400.00	474051	
ASHLEY M. TURNER	400.00	474052	
LADONNA R. LEWIS	400.00	474053	
LARANDA PIPPIN	800.00	474054	
MICHAEL D. PONDER II	400.00	474055	
CARLOS D. STUBBLEFIELD	800.00	474056	
DYLAN S. WEEKS	800.00	474057	
DAVID C. WOLFE	400.00	474058	
			12,400.00**
DRUG INTERVENTION COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
CORRECTIONAL COUNSELING, INC.	952.00	473895	
			952.00**
AIRPORT FUND			
ACE GLASS & MIRROR, INC.	618.00	473894	
EASTEX RUBBER & GASKET	224.78	473911	
FED EX	35.07	473912	
RED RIVER SPECIALITIES	6,445.16	473934	
TEXAS DEPT OF AGRICULTURE	1,506.00	473948	
UNITED STATES POSTAL SERVICE	.50	473960	
LOWE'S HOME CENTERS, INC.	112.48	473969	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	12.60	474013	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	459.99	474015	
			9,414.58**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	146,121.27	473997	
EXPRESS SCRIPTS INC	68,757.82	474027	
UNITED HEALTHCARE SERVICES INC	109,737.51	474035	
			324,616.60**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,562.97	473978	
			2,562.97**
DA SPECIAL CRIMES GRANT			
DALLAS CHILDRENS ADVOCACY CENTER	2,700.00	473909	
KIM DUCHAMP	223.00	474009	
			2,923.00**
GUARDIANSHIP FEE			
FRANCES BLAIR BETHEA	2,562.06	473994	
			2,562.06**
SHERIFF - COMMISSARY			
SAM'S CLUB DIRECT	196.34	474004	
			196.34**
			950,564.05***

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], David Barlow, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

David W. Barlow
Contract Public Defender [contractor]

00793305
SBOT Number

6-11-2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court of Jefferson County, Texas ("Court") [appointing authority], David Grove, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Paul E. Glover
Contract Public Defender [contractor]

09548500
SBOT Number

6/15/2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court of Jefferson County, Texas ("Court") [appointing authority], Don Duesler, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

06166400
SBOT Number

6-11-20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court of Jefferson County, Texas ("Court") [appointing authority], Kevin Sekaly Cribbs, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

00792826
SBOT Number

6-11-2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Marsha Normand, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Maushe Norment
Contract Public Defender [contractor]

15087980
SBOT Number

6-11-2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Allen Parker, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

00794422
SBOT Number

6-17-20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Brittanie A. Holmes, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

24064020
SBOT Number

6/17/20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Kevin Laine, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $4875.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

00798313
SBOT Number

6/11/20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Mike VanZandt, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

24064200
SBOT Number

6/12/2020
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

6/15/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

6/15/2020
Date

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Charles Rojas. ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept $8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed $3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Standards of Representation:

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.

(b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.

(c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.

(d) Attorney must submit a monthly invoice to be approved by the Court for payment.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

(j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.

(k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

(l) The Attorney shall make every reasonable effort to:

1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and

2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Contract Public Defender [contractor]

24002864
SBOT Number

6-11-20
Date

Approved and Accepted:

Criminal District Court Judge,
[appointing authority]

7/30/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

7/30/2020
Date

effective pw
7/1/2020

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 4th day of August, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, 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 4th day of August, 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

AGENDA ITEM **August 4, 2020**

Consider, possibly approve, authorize the County Judge to execute, receive and file and file a Property Tax Abatement Agreement between Jefferson County and Emerald Biofuels pursuant to Sec. 312.401, Texas Tax Code.

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Emerald Biofuels (hereinafter sometimes referred to as "Emerald" or "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Emerald Biofuels Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated April 14, 2020 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Coker and Sulfur Unit and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE EMERALD BIOFUELS REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value" means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Payment in Lieu of Taxes". If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2024 and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2020, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the second quarter, 2023, maintain a level of not less than 40 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of January 1, 2024 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 40 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 40 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

   A1 = initial Abatement $s
   A2 = revised Abatement $s
   E1 = __40__ full-time jobs
   E2 = revised employee count
   A2 = A1 x (E2/E1)

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;

c. Construct the PROJECT with an estimated investment in excess of $330 million;

d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over $1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid *(i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to $4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable;

b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2020 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty

improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to

instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above..

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for

the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

_____

OWNER: Howard Jensen
P.O. Box
Lake Wynoka, OH 45171

_____

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney

1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

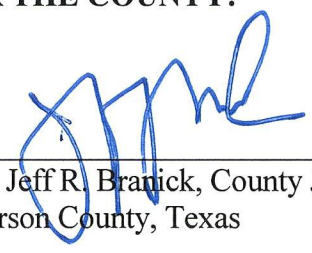
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 4th day of August, 2020.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR OWNER:

Howard Jensen, Owner

EXHIBIT A "Description of Project"

The proposed project is a facility to CONSTRUCT :

Any additional description you desire:

Significant components of the facility would include:

"Tax Abatement Schedule"

	Tax Year	Abatement Percentage
1	2024	90%
2	2025	90%
3	2026	90%
4	2027	90%
5	2028	90%
6	2029	90%

EXHIBIT B "Base Year Property"

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – "Reinvestment Zone Order"

EXHIBIT D – "List of HUB/ DBE Companies"

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER

AGENDA ITEM **August 4, 2020**

Consider and possibly approve an Order regarding the establishment of the Project Fairway Reinvestment Zone Pursuant to Sec. 312.401, Texas Tax Code.

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 4th day of August, 2020 on motion made by Eddie Arnold, Commissioner of Precinct No 1, and seconded by Brent Weaver, Commissioner of Precinct No 2, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Project Fairway facility in Port Arthur, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property, 7350 Gulfway Drive. Port Arthur, TX (mailing purposes only), Jefferson County, Texas 77642. further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 4th day of August, 2020.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 4th day of August, 2020.

JEFF R. BRANICK
County Judge

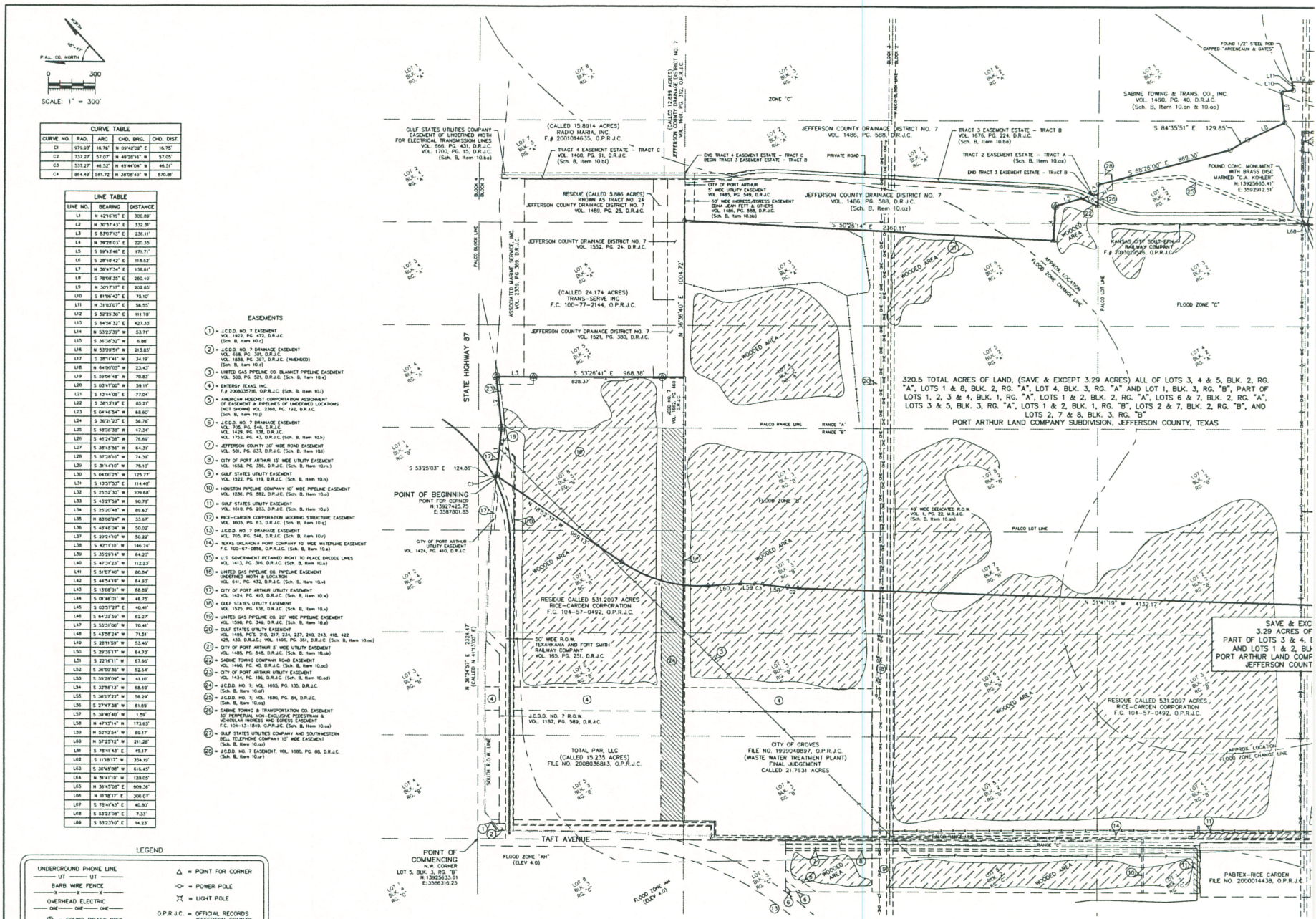
COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

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



CURVE TABLE				
CURVE NO.	RAD.	ARC	CHD. BRG.	CHD. DIST.
C1	979.93'	16.76'	N 09°42'02" E	16.75'
C2	737.27'	57.07'	N 49°26'46" W	57.05'
C3	537.27'	48.52'	N 49°44'04" W	46.51'
C4	864.49'	581.72'	N 38°08'49" W	570.81'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N 42°16'19" E	300.89'
L2	N 36°37'43" E	332.31'
L3	S 53°07'13" E	236.11'
L4	N 39°28'03" E	220.35'
L5	S 89°43'46" E	171.71'
L6	S 28°40'42" E	118.52'
L7	N 36°47'34" E	138.81'
L8	S 78°08'35" E	260.49'
L9	N 30°17'17" E	302.85'
L10	S 81°06'43" E	75.10'
L11	N 31°03'07" E	58.55'
L12	S 52°29'30" E	111.70'
L13	S 84°56'32" E	427.33'
L14	N 53°23'39" W	53.71'
L15	S 36°38'32" W	6.88'
L16	N 53°20'51" W	213.85'
L17	S 28°17'41" W	34.19'
L18	N 64°00'05" W	23.43'
L19	S 59°06'48" W	70.83'
L20	S 03°47'00" W	58.11'
L21	S 13°44'09" E	77.04'
L22	S 38°13'19" E	85.21'
L23	S 04°46'54" W	68.60'
L24	S 36°21'23" E	56.78'
L25	S 48°36'38" W	47.34'
L26	S 46°24'56" W	76.69'
L27	S 38°43'36" W	64.31'
L28	S 37°28'16" W	74.39'
L29	S 31°44'10" W	76.10'
L30	S 04°00'25" W	125.77'
L31	S 13°57'33" E	114.40'
L32	S 25°52'30" W	109.68'
L33	S 43°27'59" W	90.76'
L34	S 25°20'48" W	89.63'
L35	N 83°08'24" W	33.67'
L36	S 48°48'04" W	50.02'
L37	S 29°24'10" W	50.22'
L38	S 42°11'10" W	146.74'
L39	S 35°29'14" W	64.20'
L40	S 47°31'23" W	112.23'
L41	S 51°07'40" W	80.84'
L42	S 44°54'18" W	64.83'
L43	S 13°08'01" W	68.89'
L44	S 01°46'01" W	48.75'
L45	S 03°57'31" E	40.41'
L46	S 64°32'59" W	62.27'
L47	S 55°31'00" W	70.41'
L48	S 43°58'24" W	71.51'
L49	S 28°11'59" W	53.46'
L50	S 29°39'17" W	64.73'
L51	S 22°16'11" W	67.66'
L52	S 36°00'35" W	52.64'
L53	S 55°28'09" W	41.10'
L54	S 32°56'13" W	68.69'
L55	S 38°07'22" W	58.29'
L56	S 27°47'38" W	61.89'
L57	S 30°40'40" W	1.59'
L58	N 47°15'14" W	173.65'
L59	N 52°12'54" W	89.17'
L60	N 57°25'12" W	211.28'
L61	S 78°41'43" E	49.17'
L62	S 11°18'17" W	354.19'
L63	S 36°43'08" W	616.45'
L64	N 31°41'18" W	120.05'
L65	N 36°45'08" E	809.36'
L66	N 11°18'17" E	206.01'
L67	S 78°41'43" E	40.80'
L68	S 53°23'08" E	7.33'
L69	S 53°23'10" E	14.23'

EASEMENTS

1. = J.C.D.D. NO. 7 EASEMENT VOL. 1522, PG. 492, D.R.J.C. (Sch. B, Item 10.c)
2. = J.C.D.D. NO. 7 DRAINAGE EASEMENT VOL. 668, PG. 301, D.R.J.C. VOL. 1838, PG. 397, D.R.J.C. (AMENDED) (Sch. B, Item 10.d)
3. = UNITED GAS PIPELINE CO. BLANKET PIPELINE EASEMENT VOL. 300, PG. 521, D.R.J.C. (Sch. B, Item 10.e)
4. = ENTERGY TEXAS, INC. F.# 2008035716, O.P.R.J.C. (Sch. B, Item 10.i)
5. = AMERICAN MOEHIST CORPORATION ASSIGNMENT OF EASEMENT & PIPELINES OF UNDEFINED LOCATIONS (NOT SHOWN) VOL. 2368, PG. 192, D.R.J.C. (Sch. B, Item 10.j)
6. = J.C.D.D. NO. 7 DRAINAGE EASEMENT VOL. 705, PG. 548, D.R.J.C. VOL. 1429, PG. 138, D.R.J.C. VOL. 1752, PG. 43, D.R.J.C. (Sch. B, Item 10.k)
7. = JEFFERSON COUNTY 30' WIDE ROAD EASEMENT VOL. 501, PG. 637, D.R.J.C. (Sch. B, Item 10.l)
8. = CITY OF PORT ARTHUR 15' WIDE UTILITY EASEMENT VOL. 1658, PG. 356, D.R.J.C. (Sch. B, Item 10.m.)
9. = GULF STATES UTILITY EASEMENT VOL. 1522, PG. 119, D.R.J.C. (Sch. B, Item 10.n)
10. = HOUSTON PIPELINE COMPANY 10' WIDE PIPELINE EASEMENT VOL. 1236, PG. 582, D.R.J.C. (Sch. B, Item 10.o)
11. = GULF STATES UTILITY EASEMENT VOL. 1610, PG. 203, D.R.J.C. (Sch. B, Item 10.p)
12. = RICE-CARDEN CORPORATION MOORING STRUCTURE EASEMENT VOL. 1605, PG. 63, D.R.J.C. (Sch. B, Item 10.q)
13. = J.C.D.D. NO. 7 DRAINAGE EASEMENT VOL. 705, PG. 546, D.R.J.C. (Sch. B, Item 10.r)
14. = TEXAS OKLAHOMA PORT COMPANY 10' WIDE WATERLINE EASEMENT F.C. 100-67-0858, O.P.R.J.C. (Sch. B, Item 10.s)
15. = U.S. GOVERNMENT RETAINED RIGHT TO PLACE DREDGE LINES VOL. 1413, PG. 316, D.R.J.C. (Sch. B, Item 10.u)
16. = UNITED GAS PIPELINE CO. PIPELINE EASEMENT UNDEFINED WIDTH & LOCATION VOL. 641, PG. 432, D.R.J.C. (Sch. B, Item 10.v)
17. = CITY OF PORT ARTHUR UTILITY EASEMENT VOL. 1424, PG. 410, D.R.J.C. (Sch. B, Item 10.w)
18. = GULF STATES UTILITY EASEMENT VOL. 1525, PG. 136, D.R.J.C. (Sch. B, Item 10.x)
19. = UNITED GAS PIPELINE CO. 20' WIDE PIPELINE EASEMENT VOL. 1590, PG. 349, D.R.J.C. (Sch. B, Item 10.z)
20. = GULF STATES UTILITY EASEMENT VOL. 1485, PG'S. 210, 217, 234, 237, 240, 243, 418, 422 425, 430, D.R.J.C.; VOL. 1496, PG. 361, D.R.J.C. (Sch. B, Item 10.aa)
21. = CITY OF PORT ARTHUR 5' WIDE UTILITY EASEMENT VOL. 1485, PG. 548, D.R.J.C. (Sch. B, Item 10.ab)
22. = SABINE TOWING COMPANY ROAD EASEMENT VOL. 1460, PG. 40, D.R.J.C. (Sch. B, Item 10.ac)
23. = CITY OF PORT ARTHUR UTILITY EASEMENT VOL. 1434, PG. 186, D.R.J.C. (Sch. B, Item 10.ad)
24. = J.C.D.D. NO. 7: VOL. 1605, PG. 135, D.R.J.C. (Sch. B, Item 10.af)
25. = J.C.D.D. NO. 7: VOL. 1680, PG. 84, D.R.J.C. (Sch. B, Item 10.ag)
26. = SABINE TOWING & TRANSPORTATION CO. EASEMENT 30' PERPETUAL NON-EXCLUSIVE PEDESTRIAN & VEHICULAR INGRESS AND EGRESS EASEMENT F.C. 104-13-1848, O.P.R.J.C. (Sch. B, Item 10.ae)
27. = GULF STATES UTILITIES COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY 15' WIDE EASEMENT (Sch. B, Item 10.ap)
28. = J.C.D.D. NO. 7 EASEMENT, VOL. 1680, PG. 88, D.R.J.C. (Sch. B, Item 10.ar)

LEGEND

- UNDERGROUND PHONE LINE — UT — UT —
- BARB WIRE FENCE — x — x — x —
- OVERHEAD ELECTRIC — OHE — OHE —
- Ⓢ = FOUND BRASS DISC IN CONCRETE
- ○ = FOUND 1/2" STEEL ROD
- △ = POINT FOR CORNER
- -○- = POWER POLE
- ⌶ = LIGHT POLE
- O.P.R.J.C. = OFFICIAL RECORDS JEFFERSON COUNTY
- D.R.J.C. = DEED RECORDS JEFFERSON COUNTY

DESCRIPTION OF SERVICES: PLAT AND DESCRIPTION FOR LEASE

SURVEYOR'S CERTIFICATION

The undersigned does hereby certify that this survey was this day 1/22/20 made, on the ground, of the property legally described hereon in accordance with the minimum standards of practice promulgated by the Texas Board of Professional Land Surveyors. This survey is certified for this transaction only, and is not transferable to additional institutions or subsequent owners.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT" (RELEASE DATE: 4/9/20)

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

SURVEYORS NOTES

1. BEARINGS, COORDINATES, DISTANCES, & ACREAGE ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, U.S. SURVEY FEET AND ARE REFERENCED TO SMARTNET, NORTH AMERICA.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "B, C, A10, AH (ELEV. 4.0)". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 4/17/84, PANEL NO. 485499-0015-E
3. PROPERTY SUBJECT TO SURFACE APPLICATION SYSTEM, F.# 9515994, F.# 2007032347, O.P.R.J.C.
4. SEE SHEET 2 FOR METES AND BOUNDS DESCRIPTION

SOUTEX
SURVEYORS & ENGINEERS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #10123800
3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com
©RIGHTS RESERVED

320.5 TOTAL ACRES OF L
BLK. 2, RG. "A", LOTS 1 & 8,
RG. "B", PART OF LOTS 1, 2,
6 & 7, BLK. 2, RG. "A", LOTS
2 & 7, BLK. 2, RG. "B", A
COMPANY SUBDIVISION, JE

USD GROUP
STATE HWY 87
PORT ARTHUR, TE

320.5 ACRES OF LAND FOR LEASE PURPOSES
OUT OF BLOCKS 1,2, & 3, RANGES "A" AND "B"
PORT ARTHUR LAND COMPANY SUBDIVISION
CITY OF PORT ARTHUR
JEFFERSON COUNTY, TEXAS

BEING 320.5 acres of land for lease purposes, out of Lots 3,4, and 5, Block 2, Range "A", Lots 1 and 8, Block 2, Range "A", Lot 4, Block 3, Range "A", Lot 1, Block 3, Range "B", Part of Lots 1,2,3, and 4, Block 1, Range "A", Lots 1 and 2, Block 2, Range "A", Lots 6 and 7, Block 2, Range "A", Lots 3 and 5, Block 3, Range "A", Lots 1 and 2, Block 1, Range "B", Lots 2 and 7, Block 2, Range "B", and Lots 2, 7, and 8, Block 3, Range "B", Port Arthur Land Company Subdivision, City of Port Arthur, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being part of a (Called 531.2097) acre tract of land described in a deed to Rice-Carden Corporation, recorded in Film Code 104-57-0492, Official Public Records, Jefferson County, Texas, and all of a (Called 29.46) acre tract of land described in a deed to The Kansas City Southern Railway Company, recorded in File No. 2013034989, Official Public Records, Jefferson County, Texas; said 320.5 acre tract being more fully described by metes and bounds as follow, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

COMMENCING at a point being the Northwest corner of said Lot 5, Block 3, Range "B", said point being in the right-of-ways of a dedicated roads named Taft Avenue and State Highway 87; having a Texas Coordinate of N: 13925633.61, E: 3586316.25;

THENCE, North 36 deg., 34 min., 57 sec., East (Called North 41 deg., 13 min., 00 sec., East), on the common line between Blocks 3 and 4, Range "B", a distance of 2324.47' to a point;

THENCE, South 53 deg., 25 min., 03 sec., East, a distance of 124.86' to a point for corner being the POINT OF BEGINNING and most Northerly Northwest corner of the herein described tract; said point for corner being on the Southeast line of a 50' wide Texarkana & Fort Smith Railway Company right of way, recorded in Volume 165, Page 251, Deed Records, Jefferson County, Texas; having a Texas Coordinate of N: 13927425.75, E: 3587801.85;

THENCE, on the South line of said 50' right-of-way on the arc of a curve to the left, having a radius of 979.93', an arc length of 16.76', a chord bearing of North 09 deg., 42 min., 02 sec., East, a chord distance of 16.75' to a brass disk found in concrete on the South right-of-way line of said State Highway 87;

THENCE, North 42 deg., 16 min., 19 sec., East, continuing on the South right-of-way line of said State Highway 87, a distance of 300.89' to a brass disk found in concrete for corner;

THENCE, North 30 deg., 37 min., 43 sec., East, continuing on the South right-of-way line of said State Highway 87, a distance of 332.31' to a brass disk found in concrete for the most Northerly Northeast corner of the herein described tract;

THENCE, South 53 deg., 07 min., 13 sec., East, a distance of 236.11' to a brass disk found in concrete for corner;

THENCE, South 53 deg., 26 min., 41 sec., East, a distance of 828.37' passing a brass disk found in concrete for the Northeast corner of Jefferson County Drainage District No. 7 right-of-way, recorded in Volume 1662, Page 460, Deed Records, Jefferson County, Texas, continuing for a total distance of 968.38' to a point for corner, being an interior corner of the herein described tract;

THENCE, North 36 deg., 36 min., 40 sec., East, a distance of 1004.72' to a point for corner being the most Easterly Northeast corner of the herein described tract;

THENCE, South 50 deg., 26 min., 14 sec., East, a distance of 2360.11' to a point for corner;

THENCE, North 39 deg., 28 min., 03 sec., East, a distance of 220.35' to a brass disk found in concrete for corner;

THENCE, South 69 deg., 43 min., 46 sec., East, a distance of 171.71' to a point for corner;

THENCE, South 28 deg., 40 min., 42 sec., East, a distance of 118.52' to a point for corner; on the Northwest line of the (Called 29.46) acre tract;

THENCE, North 36 deg., 47 min., 34 sec., East, on the Northwest line of the (Called 29.46) acre tract, a distance of 138.61' to a ½" steel rod found for corner;

THENCE, South 68 deg., 26 min., 00 sec., East, a distance 869.30' to a ½" steel rod found for corner;

THENCE, South 84 deg., 35 min., 51 sec., East, a distance of 129.85' to a ½" steel rod found for corner;

THENCE, South 78 deg., 08 min., 35 sec., East, a distance of 260.49' to a ½" steel rod found for corner;

THENCE, North 30 deg., 17 min., 17 sec., East, a distance of 202.85' to a ½" steel rod found for corner; having a Texas Coordinate of North: 13926443.18, East: 3593297.77;

THENCE, South 61 deg., 06 min., 43 sec., East, a distance of 75.10' to a ½" steel rod found for corner;

THENCE, North 31 deg., 03 min., 07 sec., East, a distance of 56.55' to a ½" steel rod, capped and marked "ARCENEAUX & GATES" found for corner;

THENCE, South 52 deg., 29 min., 30 sec., East, a distance of 111. 70' to a point for corner in the water of Sabine Neches Ship Channel;

THENCE, South 64 deg., 56 min., 32 sec., East, a distance of 427.33' to a point for corner in the water on the North line of said Sabine Neches Ship Channel;

THENCE, the following bearings and distances to points for corners in the water on the North line of Sabine Neches Ship Channel:

South 10 deg., 06 min., 54 sec., West, 636.50';

South 19 deg., 46 min., 54 sec., West, 454.06';

North 53 deg., 23 min., 39 sec., West, 53.71';

South 36 deg., 38 min., 32 sec., West, 6.88';

North 53 deg., 20 min., 51 sec., West, 213.85';

South 28 deg., 11 min., 41 sec., West, 34.19';

North 64 deg., 00 min., 05 sec., West, 23.43';

South 59 deg., 06 min., 48 sec., West, 70.83';

South 03 deg., 47 min., 00 sec., West, 59.11';

South 13 deg., 44 min., 09 sec., East, 77.04';

South 38 deg., 13 min., 19 sec., East, 85.21';

South 04 deg., 46 min., 54 sec., West, 68.60';

South 36 deg., 21 min., 23 sec., East, 56.78';

South 48 deg., 36 min., 38 sec., West, 47.34';

South 46 deg., 24 min., 56 sec., West, 76.69';

South 38 deg., 45 min., 56 sec., West, 64.31';

South 57 deg., 28 min., 16 sec., West, 74.39';

South 31 deg., 44 min., 10 sec., West, 76.10';

South 04 deg., 00 min., 25 sec., West, 125.77';

South 13 deg., 57 min., 53 sec., East, 114.40';

South 25 deg., 52 min., 30 sec., West, 109.68';

South 43 deg., 27 min., 59 sec., West, 90.76';

South 25 deg., 20 min., 48 sec., West, 89.63';

North 83 deg., 08 min., 24 sec., West, 33.67';

South 48 deg., 48 min., 04 sec., West, 50.02';

South 29 deg., 24 min., 10 sec., West, 50.22';

South 42 deg., 11 min., 10 sec., West, 146.74';

South 35 deg., 29 min., 14 sec., West, 64.20';

South 47 deg., 31 min., 23 sec., West, 112.23';

South 51 deg., 07 min., 40 sec., West, 80.84';

South 44 deg., 54 min., 19 sec., West, 64.93';

South 13 deg., 08 min., 01 sec., West, 68.89';

South 01 deg., 46 min., 01 sec., West, 46.75';

South 03 deg., 57 min., 27 sec., East, 40.41';

South 64 deg., 32 min., 59 sec., West, 62.27';

South 55 deg., 31 min., 00 sec., West, 70.41';

South 43 deg., 58 min., 24 sec., West, 71.51';

South 28 deg., 11 min., 59 sec., West, 53.46';

South 29 deg., 39 min., 17 sec., West, 64.73';

South 22 deg., 16 min., 11 sec., West, 67.66';

South 36 deg., 00 min., 35 sec., West, 52.64';

South 55 deg., 28 min., 09 sec., West, 41.10';

South 32 deg., 56 min., 13 sec., West, 68.69';

South 38 deg., 07 min., 22 sec., West, 58.29';

South 27 deg., 47 min., 38 sec., West, 61.69';

South 39 deg., 40 min., 40 sec., West, 1.59' to a point for corner being the Southwest corner of the herein described tract;

THENCE, North 51 deg., 41 min., 19 sec., West, a distance of 4132.17' to a point for corner;

THENCE, on the arc of a curve to the right having a radius of 737.27', an arc length of 57.07', a chord bearing of North 49 deg., 28 min., 16 sec., West, a chord distance of 57.05' to a point for corner;

THENCE, North 47 deg., 15 min., 14 sec., West, a distance of 173.65' to a point corner;

THENCE, on the arc of a curve to the left having a radius of 537.27', an arc len of 46.52', a chord bearing of North 49 deg., 44 min., 04 sec., West, a chord distance of 46.51' to a point for corner;

THENCE, North 52 deg., 12 min., 54 sec., West, a distance of 89.17' to a point f corner;

THENCE, North 57 deg., 25 min., 12 sec., West, a distance of 211.28' to a point corner;

THENCE, on the arc of a curve to the right having a radius of 864.49', an arc length of 581.72', a chord bearing of North 38 deg., 08 min., 49 sec., West, a chord distance of 570.81' to a point for corner;

THENCE, North 18 deg., 52 min., 37 sec., West, a distance of 969.13' to the POI OF BEGINNING and containing 320.5 acres of land, more or less.
Save and accept 3.29 acres of land being parts of Lot 3 and 4, Block 1, Range and Lots 1 and 2, Block 1, Range "B", Port Arthur Land Company Subdivision, Recorded on Volume 1, Page 22, Map Records, Jefferson County, Texas, being all Tract 26A, of several tracts of land described in a surface deed to Jefferson Cou Drainage District No. 7, recorded in Volume 418, Page 549, Deed Records, Jeffers County, Texas, and part of Tract 26-B, described in a deed to Jefferson County Drainage District No. 7, recorded in Volume 715, Page 74, Deed Records, Jefferso County, Texas;

COMMENCING at a point for corner being the Southwest corner of a 29.46 acre tract of land described in a deed to the Kansas City Southern Railway Company, recorded in File No. 2013034989, Official Public Records, Jefferson County, Texas; said point being on the North line Sabine Neches Ship Channel; having a Texas Coordinate of North: 13925152.47, East: 3593602.95;

THENCE, North 53 deg., 23 min., 39 sec., West, on the West line of the 29.46 ac tract, a distance of 517.55' to a ½" steel rod found bent;

THENCE, North 53 deg., 23 min., 10 sec., West, continuing on the West line of th 29.46 acre tract, a distance of 328.34' to a point for corner being the POINT OF BEGINNING of the herein described tract, having a Texas Coordinate of N: 13925656.92, E: 3592923.94;

THENCE, South 14 deg., 40 min., 24 sec., West, a distance of 1672.31' to a point for corner;

THENCE, South 78 deg., 41 min., 43 sec., East, a distance of 49.17' to a point f corner;

THENCE, South 11 deg., 18 min., 17 sec., West, 354.19' to a point for corner;

THENCE, South 36 deg., 45 min., 08 sec., West, 616.45' to a point for corner; on the Southwest line of a 320.5 acre tract of land, described in a lease agreement this date.

THENCE, North 51 deg., 41 min., 19 sec., West, on the Southwest line of the 320. acre tract, a distance of 120.05' to a point for corner;

THENCE, North 36 deg., 45 min., 08 sec., East, a distance of 609.36' to a point corner;

THENCE, North 11 deg., 18 min., 17 sec., East, a distance of 306.07' to a point f corner;

THENCE, South 78 deg., 41 min., 43 sec., East, a distance of 40.80' to a point f corner;

THENCE, North 14 deg., 40 min., 24 sec., East, a distance of 1681.55' to a point for corner; being on the West line of the 29.46 acre tract;

THENCE, South 53 deg., 23 min., 08 sec., East, on the West line of the 29.46 ac tract, a distance of 7.33' to a point for corner;

THENCE, South 53 deg., 23 min., 10 sec., East, continuing on the West line of th 29.46 acre tract, a distance of 14.23' to the POINT OF BEGINNING and containing 3.29 acres of land more or less.

This description is based on prior surveys made by Soutex Surveyors & Engineers, April 4, 2013, September 9, 2013, and November 1, 2013. Does not represent a current on the ground survey. Anthony M. Leger, Registered Professional Land Surveyor No. 5481. April 9, 2020.

USD Group
20-0057

DESCRIPTION OF SERVICES: PLAT AND DESCRIPTION FOR LEASE

SURVEYOR'S CERTIFICATION:
The undersigned does hereby certify that this survey was this day 1/22/20 made, on the ground, of the property legally described hereon in accordance with the minimum standards of practice promulgated by the Texas Board of Professional Land Surveyors. This survey is certified for this transaction only, and is not transferable to additional institutions or subsequent owners.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT" (RELEASE DATE: 4/9/20)

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

SURVEYORS NOTES

1. BEARINGS, COORDINATES, DISTANCES, & ACREAGE ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, U.S. SURVEY FEET AND ARE REFERENCED TO SMARTNET, NORTH AMERICA.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "B, C, A10, AH (ELEV. 4.0)". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 4/17/84, PANEL NO. 485499-0015-E
3. PROPERTY SUBJECT TO SURFACE APPLICATION SYSTEM, F.# 9515994, F.# 2007032347, O.P.R.J.C.

SOUTEX
SURVEYORS & ENGINEERS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #10123800

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

©RIGHTS RESERVED

320.5 TOTAL A
RG. "A", LOTS 1 & 8, BLK
RG. "B", PART OF LOTS 1, 2,
6 & 7, BLK. 2, RG. "A", LOTS
2 & 7, BLK. 2, RG. "B", A
COMPANY SUBDIVISION, V

DOW GOLUB REME
STATE HWY 87
PORT ARTHUR, TE

AGENDA ITEM **August 4, 2020**

Consider, possibly approve, authorize the County Judge to execute, receive and file and file a Property Tax Abatement Agreement between Jefferson County and Suez WTS USA, Inc. for Project Clear pursuant to Sec. 312.401, Texas Tax Code.

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and "Suez" or "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Suez WTS USA, Inc.-Project Clear Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated May 26, 2020 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve the modernization and expansion of the Suez WTS CMS Beaumont facility and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within Jefferson County Precinct 1, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the

steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE SUEZ WTS USA, INC. REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value" means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of

electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the **Market Value** of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Payment in Lieu of Taxes". If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2021 and shall terminate on December 31, 2024, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2020, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2021, retain a level of not less than 60 jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2020 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions, or force majeure events during the term of this AGREEMENT as long as such employment levels do not fall below 60 jobs for total on site employment by owner during said term. In the event that such employment falls below 60 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

   A1 = initial Abatement $s
   A2 = revised Abatement $s
   E1 = 60 full-time jobs
   E2 = revised employee count
   A2 = A1 x (E2/E1)

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;

c. Construct the PROJECT with an estimated investment in excess of $40 million;

d. Make available to the COUNTY information concerning **the details of contractor bids**, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.

ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over $1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

iii. OWNER agrees that it will provide sufficient notice and information regarding to project to qualified local contractors to enable them to submit bids for materials in the early procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.

g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;

h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.

ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.

iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.

iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid *(i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

o. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to $4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable;

b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2020 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in

district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2021 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform

such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY.

13. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

14. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

15. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER:

Mr. Joseph J. Devine
Vice-President, Taxes
4636 Somerton Road
Trevose, PA 19053

With a copy to:

Mr. Steve Quataert
Managing Partner – Affinity
P.O. Box 51049
Fort Myers, FL 33994

COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 4th day of Aug., 2020.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR OWNER: __

Mr. Joseph J. Devine
Vice-President, Taxes
Suez WTS USA, Inc.

EXHIBIT A "Description of Project"

The proposed project is for the modernization and expansion of the Suez WTS CMS Beaumont facility. The project includes various process capacity, reliability, infrastructure, and safety updates.

Significant components of the facility would include:

"Tax Abatement Schedule"

Tax Year		Abatement Percentage
0	2020	0%
1	2021	100%
2	2022	90%
3	2023	80%
4	2024	70%

EXHIBIT B "Base Year Property"

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

Tax Year 2020 certified appraisal is pending.

EXHIBIT C – "Reinvestment Zone"

EXHIBIT D – "List of HUB/ DBE Companies"

See Attached

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER

Insert affiliate entities

AGENDA ITEM **August 4, 2020**

Consider and possibly approve an Order Levying Taxes for Port of Beaumont Navigation District of Jefferson County, Texas General Obligation Bonds, Series 2020.

CERTIFICATE FOR ORDER

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

We, the undersigned officers of Jefferson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners' Court of the County convened in a regularly scheduled meeting on the 4th day of August, 2020, at the County Courthouse in Beaumont, Texas (the "Meeting"), and the roll was called of the duly constituted Commissioners' Court of the County, to-wit:

Jeff Branick - County Judge
Eddie Arnold - County Commissioner, Precinct 1
Brent Weaver - County Commissioner, Precinct 2
Michael Sinegal - County Commissioner, Precinct 3
Everette "Bo" Alfred - County Commissioner, Precinct 4

and all of the persons were present thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

ORDER LEVYING TAXES FOR PORT OF BEAUMONT NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2020

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Order be passed; and, after due discussion, said motion carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: All members of said Board shown present above voted "Aye".
NOES: None.

2. A true, full and correct copy of the Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Order has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Order would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Order; that the County Judge and the County Clerk of the County have duly signed the Order; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Order for all purposes.

SIGNED AND SEALED the 4th day of August, 2020.

County Clerk

County Judge

[COUNTY SEAL]

ORDER LEVYING TAXES FOR PORT OF BEAUMONT NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2020

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

WHEREAS, the Port of Beaumont Navigation District of Jefferson County, Texas (the "District") has authorized the issuance of the District's General Obligation Bonds, Series 2020 in an aggregate principal amount $32,160,000 (the "Bonds") and has requisitioned the Commissioners Court to levy taxes to pay such Bonds; and

WHEREAS, Chapter 147, Acts of the 51st Legislature of Texas, Regular Session, 1949, as amended (the "Enabling Act") and Chapter 5010, Special District Local Laws Code, Act of September 1, 2019, 86th Legislature, Regular Session, HB 4666, requires the Commissioners Court, upon such requisition, to levy such taxes; therefore

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

That during each year while any of the Bonds or interest thereon are outstanding and unpaid, there shall be computed and ascertained a rate and amount of ad valorem tax that will be sufficient to raise and produce the money necessary to pay the interest on the Bonds and to create a sinking fund to retire the principal of the Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the District, with full allowance being made for tax delinquencies and the cost of tax collection and said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the District for each year while any of the Bonds or interest thereon are outstanding and unpaid. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

PASSED AND APPROVED this 4th day of August, 2020.

County Judge

ATTEST:

County Clerk

(COUNTY SEAL)

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

RESOLUTION REQUESTING THE JEFFERSON COUNTY COMMISSIONERS' COURT ADOPT AN ORDER LEVYING TAXES FOR THE PORT OF BEAUMONT NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS GENERAL OBLIGATION BONDS, SERIES 2020

WHEREAS, the Port of Beaumont Navigation District of Jefferson County, Texas (the "Port") has authorized the issuance of the Port's General Obligation Bonds, Series 2020 in an aggregate principal amount $32,160,000 (the "Bonds") and requests the Commissioners' Court to levy taxes to pay such Bonds; and

WHEREAS, Chapter 147, Acts of the 51st Legislature of Texas, Regular Session, 1949, as amended and Chapter 5010, Special District Local Laws Code, Act of September 1, 2019, 86th Legislature, Regular Session, HB 4666, requires the Commissioners' Court, upon such requisition, to levy such taxes.

NOW THEREFORE, BE IT RESOLVED that the Port of Beaumont Navigation District of Jefferson County, Texas, acting by and through its Board of Commissioners, requests that the attached Order for the Commissioners' Court of Jefferson County, Texas be adopted to levy taxes for the Port's General Obligation Bonds, Series 2020.

Executed this 27th day of July, 2020.

Port of Beaumont Navigation District of Jefferson County, Texas

Louis M. Broussard, Jr., President

ATTEST:

Pat Anderson, Secretary-Treasurer

#1759049

August 4, 2020

COMMISSIONERS COURT

Consider and possibly appoint members to the Jefferson County Housing Finance Corporation Board of Directors:

Commissioner Arnold for Asst. Secretary/Treasurer — Mr. Vernon Pierce

Commissioner Weaver for President — Jeff Branick

Commissioner Sinegal for Vice President — Ms. Kaprina Frank

Commissioner Alfred for Secretary/Treasurer — Ms. Dawanna Jones

Judge Branick for Vice President — Mr. Ronnie Anderson

AGENDA ITEM **August 4, 2020**

Consider and possibly approve a Resolution for Civil Rights for Hurricane Harvey Disaster Recovery Grant funding through infrastructure and Acquisition/Buyout Grants 200-65-121-C408 and 20-66-036-C242 from the Texas General Land Office which reaffirms the County Citizen Participation Plan, our Section 3 Policy, Excessive Force Policy, Section 504 Policy and Grievance Procedures and Fair Housing Policy.

Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 4th day of August, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

Regarding Civil Rights

Whereas, the County of Jefferson, Texas, has been awarded Hurricane Harvey Disaster Recovery grants funding through Infrastructure and Acquisition/Buyout Grants (20-065-121-C408 and 20-066-036-C242) from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, the County of Jefferson, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County of Jefferson, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County of Jefferson, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the project area;

Whereas, the County of Jefferson, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County of Jefferson, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the County of Jefferson, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the DR contracts, to affirmatively further fair housing;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF JEFFERSON, TEXAS, that the COUNTY OF JEFFERSON ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures; and
5. Fair Housing Policy.

Passed and approved this 4th day of August, 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

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office

Appointment of Civil Rights Officer

Subrecipient: JEFFERSON COUNTY

I, JEFF BRANICK (Printed Name of Elected Official) of the City/County of JEFFERSON (Printed City/County Name)

do hereby certify that a Community Development Block Grant - Disaster Recovery (CDBG-DR) application was conspcuously posted at

JEFFERSON COUNTY COURTHOUSE 1149 PEARL STREET, BEAUMONT, TEXAS 77704 AND ON COUNTY WEBSITE

in a manner plainly visible to the general public beginning on 7/29/2020 (Date) through 8/4/2020 (Date)

(Date range should include the minimum number of days following the orginal posting and t least one day prior to signing of this affidavit).

Pursuant to the Texas General Land Office Community Development and Revitalization's Citizen Participation Requirements defined in the application guide, the physical location of the notice is as follows: (EXAMPLE: City Hall at 200 East Main Street, City, Zip in the lower left corner of east window on the front of the building. - or- County Courthouse at 200 East Main Street, City, Zip posted in the center of all entrance doors.)

Attach a photograph of the application as posted on the premises if available.

Signature of Elected Official	Title (Mayor/County Judge)	Date
	County Judge	08-04-2020

Effective October 2018

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Appointment of Civil Rights Officer

Reset Form

Subrecipient: JEFFERSON COUNTY

Contract Number: 20-065-121-C408

1149 PEARL STREET, BEAUMONT, TEXAS 77704

Address, City, State, and Zip Code

+1 (409) 835-8466

Phone Number

jbranick@co.jefferson.tx.us

Email Address

Civil Rights Officer:

I, JEFF BRANICK

Printed Name of Elected Official

do hereby appoint CARY ERICKSON

Printed Name of Designated Civil Rights Officer

as the Civil Rights Officer for JEFFERSON COUNTY

The appointed Civil Rights Officer shall be responsible for the oversight of and compliance with civil rights laws including fair housing, equal opportunity, and Section 504 as required by the Texas General Land Office (GLO) contract identified above. The Civil Rights Officer is responsible for maintaining familiarity with and adhering to all civil rights laws and regulations pertaining to U.S. Department of Housing and Urban Development (HUD) CDBG-DR and GLO program funding.

The appointed Civil Rights Officer's contact information is:

+1 (409) 835-8466

Phone Number

cerickson@co.jefferson.tx.us

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Cary Erickson

Signature of Civil Rights Officer

8/4/2020

Date

Appointed **Alternate** Civil Rights Officer for the aforementioned contract. Note that an **Alternate** Civil Rights Officer is optional, but recommended.
The appointed **Alternate** Civil Rights Officer is:

Name of Designated Alternate Officer

Phone Number

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Signature of Alternate Civil Rights Officer

Date

Signature of Elected Official

County Judge

Title:
(Mayor/County Judge)

8/4/2020

Date

Effective September 2018

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Appointment of Civil Rights Officer

Reset Form

Subrecipient: JEFFERSON COUNTY | Contract Number: 20-066-036-C242

1149 PEARL STREET, BEAUMONT, TEXAS 77704

Address, City, State, and Zip Code

+1 (409) 835-8466

Phone Number

jbranick@co.jefferson.tx.us

Email Address

Civil Rights Officer:

I, JEFF BRANICK (Printed Name of Elected Official) do hereby appoint CARY ERICKSON (Printed Name of Designated Civil Rights Officer)

as the Civil Rights Officer for JEFFERSON COUNTY

The appointed Civil Rights Officer shall be responsible for the oversight of and compliance with civil rights laws including fair housing, equal opportunity, and Section 504 as required by the Texas General Land Office (GLO) contract identified above. The Civil Rights Officer is responsible for maintaining familiarity with and adhering to all civil rights laws and regulations pertaining to U.S. Department of Housing and Urban Development (HUD) CDBG-DR and GLO program funding.

The appointed Civil Rights Officer's contact information is:

+1 (409) 835-8466

Phone Number

cerickson@co.jefferson.tx.us

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Cary Erickson — Signature of Civil Rights Officer — 8/4/2020 — Date

Appointed **Alternate** Civil Rights Officer for the aforementioned contract. Note that an **Alternate** Civil Rights Officer is optional, but recommended.
The appointed **Alternate** Civil Rights Officer is:

Name of Designated Alternate Officer

Phone Number

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Signature of Alternate Civil Rights Officer — Date

Signature of Elected Official — County Judge — Title: (Mayor/County Judge) — 8/4/2020 — Date

Effective September 2018

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Section 504 Self-Evaluation Form

Subrecipient:	JEFFERSON COUNTY	Contract Number:	20-065-121-C408

Reset Form

Project Description:

HURRICANE HARVEY INFRASTRUCTURE GRANT

Recipients of CDBG-DR funds are required to administer programs and activities in compliance with Section 504, including self-evaluation. Disabilities which should be considered include the following non-exhaustive list: Visual impairment; hearing impairment; mobility impairment; speech impairment; coordination disabilities (impairments of muscle control); learning disabilities; life-threatening diseases; psychological disorders; missing limbs. Attach separate pages for complete answers as necessary.

1. Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.

COUNTY HR DEPARTMENT, GRANT ADMINISTRATOR AND JUDGE OFFICE STAFF

2. Identify the individual(s) with disabilities and/or organizations representing persons with disabilities that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review.

DRAGONFLY INTERPRETING SERVICES, COMMUNICATION AXESS ABILITY GROUP, ABSHIRE INTERPRETING, DARS

3. Describe Section 504 nondiscrimination notification procedures. Examples: newspaper advertisements, utility inserts, flyers, postings at public facilities.

NEWSPAPER ADS, FLYERS AND POSTING IN PUBLIC FACILITIES AND ON WEBSITE

4. List policies that may limit participation of individuals with disabilities in contractor programs, projects, and activities.

1) NOT APPLICABLE
2)
3)
4)

5. Identify and list public facilities that limit accessibility.

1) NOT APPLICABLE
2)
3)
4)
5)

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Section 504 Self-Evaluation Form

6. Describe contractor in-house procedures for circulation information on Section 504 and procedures for staff training on Section 504.

STAFF ATEENDS ANNUAL SECTION 504 TRAINING THROUGH SETRPC AND HUD

7. Identify Section 504 contractor complaint procedures.

1) CONTACT DIRECTOR OF HUMAN RESOURCES
2)
3)
4)
5)

8. Describe contractor 's efforts to ensure compliance with Section 504 by third-party contractors/sub-contractors (construction contractors, engineers, administrators, etc.).

SAME AS COUNTY STAFF MEMBERS

9. Describe contractor 's efforts to make information, documents and publication available to individuals with special needs. Examples: large print, audio recordings, documents in Braille, computer disks or USB devices.

VITAL DOCUMENTS ARE TRANSLATED INTO OTHER LANGUAGES AS NEEDED (SPANISH AND VIETNAMESE)

10. List special information services that are available. Example: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio-visual presentations, automated electronic devices, assistive listening devices, documents in Braille.

ALL OF THE ABOVE DEVICES ARE AVAILABLE UPON REQUEST THROUGH OUTSIDE VENDORS.

11. List emergency evacuation procedures.

1) FOLLOW POSTED EVACUATION PROCEDURES AT EACH FACILITY
2) SPECIAL ASSISTANCE PROVIDED UPON REQUEST
3)
4)
5)

12. Identify any other steps taken.

NONE

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Section 504 Self-Evaluation Form

Subrecipient:	JEFFERSON COUNTY	Contract Number:	20-066-036-C242

Reset Form

Project Description:

HURRICANE HARVEY ACQUISITION/BUYOUT GRANT

Recipients of CDBG-DR funds are required to administer programs and activities in compliance with Section 504, including self-evaluation. Disabilities which should be considered include the following non-exhaustive list: Visual impairment; hearing impairment; mobility impairment; speech impairment; coordination disabilities (impairments of muscle control); learning disabilities; life-threatening diseases; psychological disorders; missing limbs. Attach separate pages for complete answers as necessary.

1. Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.

COUNTY HR DEPARTMENT, GRANT ADMINISTRATOR AND JUDGE OFFICE STAFF

2. Identify the individual(s) with disabilities and/or organizations representing persons with disabilities that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review.

DRAGONFLY INTERPRETING SERVICES, COMMUNICATION AXESS ABILITY GROUP, ABSHIRE INTERPRETING, DARS

3. Describe Section 504 nondiscrimination notification procedures. Examples: newspaper advertisements, utility inserts, flyers, postings at public facilities.

NEWSPAPER ADS, FLYERS AND POSTING IN PUBLIC FACILITIES AND ON WEBSITE

4. List policies that may limit participation of individuals with disabilities in contractor programs, projects, and activities.

1) NOT APPLICABLE
2)
3)
4)

5. Identify and list public facilities that limit accessibility.

1) NOT APPLICABLE
2)
3)
4)
5)

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Section 504 Self-Evaluation Form

6. Describe contractor in-house procedures for circulation information on Section 504 and procedures for staff training on Section 504.

STAFF ATEENDS ANNUAL SECTION 504 TRAINING THROUGH SETRPC AND HUD

7. Identify Section 504 contractor complaint procedures.

1) CONTACT DIRECTOR OF HUMAN RESOURCES
2)
3)
4)
5)

8. Describe contractor 's efforts to ensure compliance with Section 504 by third-party contractors/sub-contractors (construction contractors, engineers, administrators, etc.).

SAME AS COUNTY STAFF MEMBERS

9. Describe contractor 's efforts to make information, documents and publication available to individuals with special needs. Examples: large print, audio recordings, documents in Braille, computer disks or USB devices.

VITAL DOCUMENTS ARE TRANSLATED INTO OTHER LANGUAGES AS NEEDED (SPANISH AND VIETNAMESE)

10. List special information services that are available. Example: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio-visual presentations, automated electronic devices, assistive listening devices, documents in Braille.

ALL OF THE ABOVE DEVICES ARE AVAILABLE UPON REQUEST THROUGH OUTSIDE VENDORS.

11. List emergency evacuation procedures.

1) FOLLOW POSTED EVACUATION PROCEDURES AT EACH FACILITY
2) SPECIAL ASSISTANCE PROVIDED UPON REQUEST
3)
4)
5)

12. Identify any other steps taken.

NONE

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), THE COUNTY OF JEFFERSON hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. THE COUNTY OF JEFFERSON does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. THE COUNTY OF JEFFERSON'S recruitment materials or publications shall include a statement of this policy in 1 above.

4. THE COUNTY OF JEFFERSON shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the GLO DR program, THE COUNTY OF JEFFERSON shall ensure that they are provided with the information necessary to understand and participate in the GLO DR program.

6. Grievances and Complaints

   a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

   b. Complaints should be addressed to: Cary Erickson, Director of Human Resources, COUNTY of JEFFERSON, 1149 Pearl Street, Beaumont, Texas 77704 phone 409-839-2391, who has been designated to coordinate Section 504 compliance efforts.

c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Section 504 Coordinator. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the Section 504 Coordinator and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

g. The Section 504 Coordinator shall maintain the files and records of the COUNTY OF JEFFERSON relating to the complaints files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to THE COUNTY OF JEFFERSON within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that THE COUNTY OF JEFFERSON complies with Section 504 and HUD regulations.

Jeff R. Branick, County Judge

Cary Erickson, Director of Human Services, County Section 504 Coordinator

08-04-2020
Date

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Appointment of Section 3 Coordinator

Economic Opportunities for Low and Very Low-Income Persons

Subrecipient: JEFFERSON COUNTY

Contract No: 20-066-036-C242

Contract Award Date: 2/5/2020

Section 3 Coordinator Information:

Appointed Section 3 Coordinator: VIVIAN BALLOU
(Print Name)

I will serve as the Section 3 Coordinator for the aforementioned contract. I understand Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) and the GLO-CDR Section 3 Policy. My contract information is as follows:

Address: 2901 TURTLE CREEK, SUITE 445

City: PORT ARTHUR **State:** TEXAS **Zip:** 77642

Phone No: 4097197657 **E-mail Address:** VBALLOU@GMJINC.COM

Section 3 Coordinator Signature: Vivian Ballou **Date:** 7/27/2020

Authorized Subrecipient Representative: JEFF BRANICK
(Print Name)

Authorized Subrecipient Representative: JBranick **Date:** 08-04-2020
(Signature)

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Appointment of Section 3 Coordinator

Economic Opportunities for Low and Very Low-Income Persons

Subrecipient: JEFFERSON COUNTY

Contract No: 20-065-121-C408

Contract Award Date: 5/26/2020

Section 3 Coordinator Information:

Appointed Section 3 Coordinator: VIVIAN BALLOU
(Print Name)

I will serve as the Section 3 Coordinator for the aforementioned contract. I understand Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) and the GLO-CDR Section 3 Policy. My contract information is as follows:

Address: 2901 TURTLE CREEK, SUITE 445

City: PORT ARTHUR **State:** TEXAS **Zip:** 77642

Phone No: 4097197657 **E-mail Address:** VBALLOU@GMJINC.COM

Section 3 Coordinator Signature: Vivian Ballou **Date:** 7/27/2020

Authorized Subrecipient Representative: JEFF BRANICK
(Print Name)

Authorized Subrecipient Representative: [signature]
(Signature) Date: 08-04-2020

Section 3 Policy

In accordance with 12 U.S.C. 1701u the County of Jefferson agrees to implement the following steps, which, to *the greatest extent feasible,* will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements ; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies ; and all other appropriate referral sources . Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in GLO DR funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TOA to the Grant Recipient.

G. Submit reports as required by HUD or TOA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officer and representative of Jefferson County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Date: _____

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the County of Jefferson hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the County of Jefferson to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;

2. It is also the policy of the County of Jefferson to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

3. The County of Jefferson will introduce and pass a resolution adopting this policy.

As officers and representatives of the County of Jefferson, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Jeff R. Branick, County Judge

08-04-2020
Date

EXHIBIT ATTACHED

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 6th day of June, 2016, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

EXCESSIVE FORCE RESOLUTION

WHEREAS it is in the best interest of our citizens that a Resolution be adopted establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof: In the County of Jefferson, State of Texas, it is resolved as follows:

ARTICLE I

Section 1. It is the policy of the County of Jefferson to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The County also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

ARTICLE II

Section 2. It is the policy of the County to enforce this policy to the full extent allowed by law.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Jefferson County of Texas that this Resolution shall be the policy of Jefferson County, Texas.,

Signed this the 6th day of June, 2016.

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

Fair Housing Policy

In accordance with Fair Housing Act, the COUNTY OF JEFFERSON hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. JEFFERSON COUNTY *agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).

2. JEFFERSON COUNTY *agrees to* plan at least one activity during the contract term to affirmatively further fair housing.

3. JEFFERSON COUNTY will introduce and pass a resolution adopting this policy.

As officer and representative of JEFFERSON COUNTY , I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

JEFF R. BRANICK, COUNTY JUDGE

8/4/2020

Date

EXHIBIT ATTACHED

STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 8th day of June 2015, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

A RESOLUTION APPROVING THE 2015 AMENDED FAIR HOUSING ACTIVITY STATEMENT-TEXAS ACTION PLAN AS PART OF JEFFERSON COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, Jefferson County, Texas has the responsibility to affirmatively further Fair Housing and supports Fair Housing within its County limits; and

WHEREAS, Jefferson County appointed citizens to a Fair Housing Work Group Committee to discuss Fair Housing issues and impediments within the County and develop a Fair Housing Activity Statement –Texas Action Plan; and

WHEREAS, the Jefferson County Fair Housing Activity Statement-Texas Action Plan was approved by the Texas General Land Office; and

WHEREAS, the Jefferson County has continued to amend the Fair Housing Activity Statement as deemed necessary to carry out the obligations and purposes of affirmatively furthering fair housing; and

NOW THEREFORE, BE IT RESOLVED, by the Commissioners Court of Jefferson County that the attached Amended Fair Housing Activity Statement -Texas Action Plan be and is hereby approved.

SIGNED this 8th day of June, 2015.

JEFFR. BRANICK
County Judge

EDDIE ARNOLD
Commissioner Precinct No. 1

MICHAEL S. SINEGAL
Commissioner Precinct No. 3

BRENT A.WEAVER
Commissioner Precinct No. 2

EVERETTE D. ALFRED
Commissioner Precinct No. 4

CDBG-DR HURRICANE HARVEY CITIZEN PARTICIPATION PLAN JEFFERSON COUNTY, TEXAS

Citizen Participation Plan for Hurricane Harvey Disaster Recovery

A. Introduction

The purpose of the Citizen Participation Plan for Community Development Block Grant – Disaster Recovery funding for Hurricane Harvey, is to establish means by which residents of Jefferson County, public agencies, and other interested parties can actively participate in the development of and substantial changes to the County's funded programs.

Jefferson County has developed this Citizen Participation Plan to meet the federal and state requirements.

B. Public Meetings

Public meetings will be held in locations that are accessible to persons with disabilities, consistent with accessibility and reasonable accommodation requirements. Arrangements will be made for persons who require auxiliary aids or services, if requested at least two (2) days in advance of the meeting(s). Interpretation for persons with limited English proficiency will also be provided, if requested, at least two (2) days in advance of the meeting(s). In addition, the County will provide interpreters, without request, if a public meeting is held where a significant number of non-English speaking residents are expected to participate.

C. Public Notice

Public notice(s) shall be published with a minimum of a fourteen (14) day notice before a public meeting in at least one newspaper of general circulation and include the date, time, location, and topics to be discussed. Public notice(s) will be available in English and may also be available in Spanish and other languages, as feasible. In addition, public hearings are posted on the bulletin board at the Courthouse, readily accessible to the public at least three (3) days (72 hours) prior to the meeting date, in accordance with the Texas Open Meetings Act.

The County will provide citizens with reasonable advance notice of, and opportunity to comment on proposed disaster recovery programs or proposed changes to programs.

Jefferson County will publish the application and program guidelines on the County's website. All guidelines will initially be published for a thirty (30) day public comment period. Any substantial changes to the guidelines will be posted for a minimum of seven (7) days for public comment, and after approval by the GLO, the latest versions will be available on the County's website. Substantial changes to programs include changes to purpose, scope, location, or beneficiaries.

This shall be accomplished through one or more of the following methods:

(a) Publication of notice in a local newspaper

(b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups

(c) Posting of notice on the County's website (if available)

(d) Public Hearing; or

(e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:

- Certified mail
- Electronic mail or fax
- First-class (regular) mail

- Personal delivery (e.g., at a Council of Governments meeting)

D. Access to Records

The County is committed to providing access to information about the Hurricane Harvey Disaster Recovery Program. During the term of the grant, the County will provide the public with reasonable and timely access to information and records related to DR Program and the use of the County's CDBG-DR funds.

E. Technical Assistance

When requested, the County shall provide technical assistance to groups representative of low- and moderate-income persons in developing proposals for the use of CDBG-DR funds, as applicable. The level and type of assistance shall be determined based upon the specific needs of the community's residents.

F. Citizen Complaints

Complaints and grievances from the public related to the Hurricane Harvey Disaster Recovery Program will be answered in writing, within fifteen (15) business days of the receipt of the complaint, according to the Hurricane Harvey Disaster Recovery Program citizen complaint procedures. Citizens may file a complaint in person or in writing at:

Jefferson County
Judge Jeff Branick
1149 Pearl Street
Beaumont, Texas 77701
Email: vballou@gmjinc.com
Business Hours: Monday through Friday from 8 a.m. to 5 p.m.

Complaints regarding fraud, waste, or abuse of government funds will be forwarded to the HUD OIG Fraud Hotline (phone: 800-347-3735 or email: hotline@hudoig.gov).

Documentation for complaint will be maintained. Each file will include contact information for the complainant, the initial complaint, the property address, any communications to and from the complainant, results of the investigation, together with any notes, letters or other investigative documentation, the date of the complaint or appeal was closed, and any other actions taken.

AGENDA ITEM **August 4, 2020**

Consider and possibly approve Cary Erickson, Director of Human Resources to be the Designated Civil Rights Officer for Hurricane Harvey Disaster Recovery Grant funding through infrastructure and Acquisition/Buyout Grants 200-65-121-C408 and 20-66-036-C242 from the Texas General Land Office.

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office

Appointment of Civil Rights Officer

Subrecipient: JEFFERSON COUNTY

I, JEFF BRANICK (Printed Name of Elected Official) of the City/County of JEFFERSON (Printed City/County Name)

do hereby certify that a Community Development Block Grant - Disaster Recovery (CDBG-DR) application was conspcuously posted at

JEFFERSON COUNTY COURTHOUSE 1149 PEARL STREET, BEAUMONT, TEXAS 77704 AND ON COUNTY WEBSITE

in a manner plainly visible to the general public beginning on 7/29/2020 (Date) through 8/4/2020 (Date)

(Date range should include the minimum number of days following the orginal posting and t least one day prior to signing of this affidavit).

Pursuant to the Texas General Land Office Community Development and Revitalization's Citizen Participation Requirements defined in the application guide, the physical location of the notice is as follows: (EXAMPLE: City Hall at 200 East Main Street, City, Zip in the lower left corner of east window on the front of the building. - or- County Courthouse at 200 East Main Street, City, Zip posted in the center of all entrance doors.)

Attach a photograph of the application as posted on the premises if available.

Signature of Elected Official	Title (Mayor/County Judge)	Date
	County Judge	08-04-2020

Effective October 2018

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Appointment of Civil Rights Officer

Reset Form

Subrecipient: JEFFERSON COUNTY

Contract Number: 20-065-121-C408

1149 PEARL STREET, BEAUMONT, TEXAS 77704

Address, City, State, and Zip Code

+1 (409) 835-8466

Phone Number

jbranick@co.jefferson.tx.us

Email Address

Civil Rights Officer:

I, JEFF BRANICK

Printed Name of Elected Official

do hereby appoint CARY ERICKSON

Printed Name of Designated Civil Rights Officer

as the Civil Rights Officer for JEFFERSON COUNTY

The appointed Civil Rights Officer shall be responsible for the oversight of and compliance with civil rights laws including fair housing, equal opportunity, and Section 504 as required by the Texas General Land Office (GLO) contract identified above. The Civil Rights Officer is responsible for maintaining familiarity with and adhering to all civil rights laws and regulations pertaining to U.S. Department of Housing and Urban Development (HUD) CDBG-DR and GLO program funding.

The appointed Civil Rights Officer's contact information is:

+1 (409) 835-8466

Phone Number

cerickson@co.jefferson.tx.us

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Cary Erickson

Signature of Civil Rights Officer

8/4/2020

Date

Appointed **Alternate** Civil Rights Officer for the aforementioned contract. Note that an **Alternate** Civil Rights Officer is optional, but recommended.
The appointed **Alternate** Civil Rights Officer is:

Name of Designated Alternate Officer

Phone Number

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Signature of Alternate Civil Rights Officer

Date

Signature of Elected Official

County Judge

Title:
(Mayor/County Judge)

8/4/2020

Date

Effective September 2018

COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Appointment of Civil Rights Officer

Reset Form

Subrecipient: JEFFERSON COUNTY | Contract Number: 20-066-036-C242

1149 PEARL STREET, BEAUMONT, TEXAS 77704

Address, City, State, and Zip Code

+1 (409) 835-8466

Phone Number

jbranick@co.jefferson.tx.us

Email Address

Civil Rights Officer:

I, JEFF BRANICK (Printed Name of Elected Official) do hereby appoint CARY ERICKSON (Printed Name of Designated Civil Rights Officer)

as the Civil Rights Officer for JEFFERSON COUNTY

The appointed Civil Rights Officer shall be responsible for the oversight of and compliance with civil rights laws including fair housing, equal opportunity, and Section 504 as required by the Texas General Land Office (GLO) contract identified above. The Civil Rights Officer is responsible for maintaining familiarity with and adhering to all civil rights laws and regulations pertaining to U.S. Department of Housing and Urban Development (HUD) CDBG-DR and GLO program funding.

The appointed Civil Rights Officer's contact information is:

+1 (409) 835-8466

Phone Number

cerickson@co.jefferson.tx.us

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Cary Erickson

Signature of Civil Rights Officer

8/4/2020

Date

Appointed **Alternate** Civil Rights Officer for the aforementioned contract. Note that an **Alternate** Civil Rights Officer is optional, but recommended.
The appointed **Alternate** Civil Rights Officer is:

Name of Designated Alternate Officer

Phone Number

Email Address

I acknowledge the appointment and duties of Civil Rights Officer.

Signature of Alternate Civil Rights Officer

Date

Signature of Elected Official

County Judge

Title:
(Mayor/County Judge)

8/4/2020

Date

Effective September 2018

Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
challmark@co.jefferson.tx.us

July 30, 2020

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of June 30th, 2020, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.39%. The 90 day Treasury discount rate on June 30th, 2020 was 0.11% and the interest on your checking accounts for the month of June was 0.12%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda August 4th, 2020, to be received and filed.

Sincerely,

Charlie Hallmark

Charlie Hallmark CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for June, 2020,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END JUNE 30, 2020 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
INVESTMENTS																
TEXAS CLASS	01-Jun-20	$46,511,899.16	$46,511,899.16	100	0.310%	30-Jun-20	NONE	30	30	TX-01-0485-4001	TEXAS CLASS	$46,511,899.16			$138,089.71	$46,511,899.16
CDs and Securities																
																$0.00
FHLMC 1.70%	07-Feb-20	$2,000,000.00	$2,000,000.00	100	1.700%	07-Feb-23	07-Aug-20	952	1096	3134GVAK4	WELLS SECURITIES	$2,002,537.96	$100.1269	$13,505.56		$2,016,043.52
FNMA 1.80%	08-Nov-19	$4,000,000.00	$3,999,600.00	99.94	1.800%	28-Oct-22	28-Oct-20	850	1085	3135G0W74	WELLS SECURITIES	$4,019,586.76	$100.4897	$12,400.00	$36,000.00	$4,031,986.76
FAMAC 1.75%	06-Jan-20	$2,000,000.00	$2,000,000.00	100	1.750%	06-Jan-23	06-Jan-21	920	1096	31422BRJ1	WELLS SECURITIES	$2,015,391.16	$100.7696	$16,916.67		$2,032,307.83
* (Investment CD's)																
					WEIGHTED				WEIGHTED			TOTAL MARKET				TOTAL BOOK
		TOTAL PAR	AMT. INVESTED		AVG. YLD				AVG.	MATURITY		VALUE				VALUE
INVESTMENT ACCTS		$46,511,899.16	$46,511,899.16									$46,511,899.16		0.00	$138,089.71	
CDs and Securities		$8,000,000.00	$7,999,600.00		1.390%				157	DAYS		$8,037,515.88		42,822.23	$36,000.00	
TOTALS ALL ACCTS:		**$54,511,899.16**	**$54,511,499.16**									**$54,549,415.04**		**42,822.23**	**$174,089.71**	**$54,592,237.27**

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF JUNE 30, 2020

MARKET VALUE OF PLEDGE SECURITIES	**$85,267,772.94**
BALANCE IN ALL ACCOUNTS:	**$65,832,786.12**
OVER OR (UNDER) AMOUNT:	**$19,434,986.82**
	129.52%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Charlie Hallmark, Jefferson County Investment Officer

JUNE 2020, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
INVESTMENTS												
TEXAS CLASS	01-Jun-20	$46,500,000.00	$46,500,000.00		0.310%		30-Jun-20	30	TX-01-0485-4001	TEXAS CLASS	$11,899.16	
FHLB 2.00%	26-Sep-19	$2,000,000.00	$1,999,900.00	99.995	2.000%	26-Jun-20	26-Jun-20	274	3130AH5R0	WELLS SECURITIES	$10,000.00	CALLED
												$21,899.16
CHECKING INTEREST												
POOLED CASH ACCT		JUNE INTEREST			0.120%			30	7783975381	WELLS FARGO	$6,935.38	
OTHER COUNTY ACCTS		JUNE INTEREST			0.120%			30		WELLS FARGO	$737.33	
TAX LICENSE ACCT		JUNE INTEREST						30	7783975274	WELLS FARGO	$61.45	
												$7,734.16
TOTAL		**$48,500,000.00**	**$48,499,900.00**								**$29,633.32**	**$29,633.32**

FISCAL YEAR 2019-2020

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	1.535%	$111,225.81	1.750%	$26,216.67	1.930%
NOVEMBER	1.550%	$90,091.81	1.750%	$3,853.35	1.700%
DECEMBER	1.549%	$107,200.69	1.750%	$0.00	1.640%
JANUARY	1.540%	$134,474.29	1.600%	$0.00	1.610%
FEBRUARY	1.284%	$150,135.40	1.600%	$0.00	1.610%
MARCH	0.092%	$127,416.80	1.100%	$0.00	1.040%
APRIL	0.100%	$94,794.19	0.350%	$10,261.65	0.530%
MAY	0.130%	$47,354.99	0.350%	$14,471.66	0.370%
JUNE	0.110%	$17,734.16	0.120%	$11,899.16	0.310%
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		**$880,428.14**		**$66,702.49**	**$947,130.63**

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT

Application Date: 7/9/2020 Permit #: 04 (01) -OW- 20 (20) Precinct#: 2, 3

Business Name: Enterprise TE Products Pipeline Company LLC Business Phone: _____

Business Address: 1100 Louisiana Street; Houston, Texas 77002

Local Representative: Larry Rose Local Phone: (225) 316-8473

State Permit No. (If applicable): _____

Bond Amount: $450,000 Bond #: ~~1159477~~ 1159477 Renewed

Description of Work/Type/Location: 16"/12" pipeline construction between Beaumont, TX and Port Arthur, TX. Haul heavy equipment and materials

Description of Route: Hebert Rd, Knauth Rd, and Hogaboom Rd.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 21 day of July 20 20 .

Enterprise TE Products Pipeline Company LLC
Name of Company (Permittee)

By: _____

Title: Agent & Attorney in Fact

Applicant's Signature

Timothy J. Dyk
Applicant's Printed Name

JEFFERSON COUNTY

By: Steve Stafford
Director of Engineering

By: Jason Castille
Precinct Supervisor

Mike Shaw

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 07/21/20 Application Approved ✓ Yes ____ No

If No, give reason: _____

Processed By: Ernest Clement

Title: Eng. Specialist

Processor's Signature

Ernest Clement

Processor's Printed Name

Renewal Permit # 04-OW-20
PERMIT # 03-OW-19
PCT #'s 2 & 3

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY AND Enterprise TE Products Pipeline Company LLC

WHEREAS, Enterprise TE Products Pipeline Company LLC (hereinafter "Company") intends to conduct 16"/12" pipeline construction [describe operation], (hereinafter the "Project") at a site located on Hebert Rd, Knauth Rd, Hogaboom Rd (county road name) located in Precinct No. 4 & 3; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road Hebert Rd, Knauth Rd;
2. County Road Hogaboom Rd; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Hebert Rd, Knauth Rd and County road Hogaboom Rd for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of Nov 1, 2019 to a termination date of Dec 31, 2020. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.

2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.

3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name:_____] and County [2nd road name:_____] for additional support.

4. Company shall provide a surety bond in the sum of [$ 450,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 4 & 3 of Jefferson County, Texas before transporting any equipment on County [road name: Hebert Rd, Knauth Rd. and County [2nd road name: Hogsboom Rd.] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 24TH day of SEPTEMBER, 2019

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 24TH day of SEPTEMBER, 2019

Attest:

Jefferson County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Authorized Agent for Enterprise TE Products Pipeline Company LLC

THE STATE OF TEXAS, §
§
COUNTY OF JEFFERSON §

I, Melissa Mewa a notary public, do hereby certify that on this 24th day of Sept., 2019, personally appeared before me Jeff R. Branick, being by me first duly sworn, declared that he is the County Judge of Jefferson County and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 24th day of September, 2019

MELISSA MEWA
Notary Public, State of Texas
Comm. Expires 02-26-2022
Notary ID# 13143216-3

Melissa Mewa
Notary Public, State of Texas
Notary's Typed/Printed Name Melissa Mewa
My commission expires 2/26/2022

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:
Length of [2nd road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)
Foreman $ 30 per hour x _____ hours = $_____

Equipment Operator $ 27 per hour x _____ hours = $_____

Other $ 25 per hour x _____ hours = $_____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).
Truck $ 40 per hour x _____ hours = $_____

Grader $ 60 per hour x _____ hours = $_____

Other $ 80 per hour x _____ hours = $_____

Material: (Rate includes cost to acquire and transport to location)
Base mtl $ 36 Per Ton + $_____ per hour x _____ hours = $_____

Asphalt $ 100 Per Ton + $_____ per hour x _____ hours = $_____

Other at $ 72 Per Ton + $_____ per hour x _____ hours = $_____

Total for [1st road name] $_____

Arch
Insurance Group

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Enterprise TE Products Pipeline Company LLC as Principal, of 1100 Louisiana Street (Street and Number), Houston (City), TX (State) and the **Arch Insurance Company**, a **Missouri** corporation, as Surety, are held and firmly bound unto Jefferson County, as Obligee, in the sum of Four Hundred Fifty Thousand Dollars and 00/100 Dollars ($450,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th day of August, 2019.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Road use for the construction of a 12" and 16" ethane pipelines in Jefferson County between Winnie, TX and Beaumont, TX by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

This bond is for the benefit of any person who is damaged by an act or omission of the applicant constituting breach of a construction contract or breach of a contract for the furnishing of labor, materials or professional services to construction undertaken by the applicant, or by an unlawful act or omission of the applicant in the performance of the construction contract.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   Until August 26, 2020, or until the date of expiration of any Continuation Certificate executed by the surety

   OR

   Until canceled as herein provided.

2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Enterprise TE Products Pipeline Company LLC
By: Enterprise GP LLC Principal
By _____

Arch Insurance Company
By _____
Lauren O. Moudy Attorney-in-Fact

Surety Phone No. _____

Bond Number: 1159477

AIC 0000280651

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alyson Carmichael, Ashley Britt Platt, Barry K. McCord, David T. Miclette, Heather Noles, Kristi Lovett, Lauren O. Moudy, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Robert M. Overbey, Jr., Susan D. Zapalowski and Tabitha Dorman of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding
Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

AIC 0000280651

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 14th day of June, 2019.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE TRIPODI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 14, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of August, 2019.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

1-866-413-5550

You may also write to Arch Insurance Group at:

Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the Arch Insurance Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

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Austin, TX 78714-9091
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

JEFFERSON COUNTY
SHEET 1
Hillebrandt Rd
Arthur Rd
Range Rd
347
287
Central Gardens
US 287
3514
US 69
HEBERT RD
(±2.5 MILES)
W Port Arthur Rd
Beaumart Gardens
Hebert Rd
Hillebrandt Rd
KNAUTH RD
(±1.5 MILES)
69
Knauth Rd
Burdages Rd
PORT ARTHUR
CITY LIMITS
© 2019 Microsoft Corporation © 2019 DigitalGlobe ©CNES (2019) Distribution Airbus DS © 2019 HERE

JEFFERSON COUNTY
SHEET 2
HOGABOOM RD
(±0.5 MILES)
Spur
136
347
73
Hogaboom Rd
Alabama Ave
Georgia Ave
Carolina Ave
Hogaboom Rd
Baird Ave
Craig Ave
Whitaker Ave
Kent Ave
Jackson Blvd
Belaire Ave
Lauxdale Ave
Foster Ave
Sue Ave
Lowood Dr
Montrose Blvd
N Twin City Hwy
Doyle Ave
Gulf Ave
Graves Ave
Clermont St
Camb Age
E Parkway St
N Link St
Park Ave
Van Buren Blvd
Jackson Blvd
Taylor St
Adams
6th St
53rd St
46th St
39th St
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Job No. 13221-00 0000ENV

P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX

Morris P. Hebert, Inc.
client focused solutions

One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

July 9, 2020

Jefferson County Courthouse
Engineering Dept. Attn: Ernest Clement
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

RE: Enterprise TE Products Pipeline Company LLC
Proposed 16/12-Inch Pipeline
Jefferson County Overweight Vehicle Repermit

Dear Mr. Clement:

Enterprise TE Products Pipeline Company LLC was issued overweight permit 01-0W-20 for the use Hebert Road, Knauth Road, and Hogaboom Road to heavy haul pipeline construction equipment and materials. Enterprise TE Products Pipeline Company LLC would like to request a new permit because 01-OW-20 has expired. Construction is scheduled to begin on August 3, 2020.

Enclosed is a check in the amount of $200.00 to pay for the overweight vehicle permit fee. Attached is a copy of the road use agreement between Enterprise TE Products Pipeline Company LLC and Jefferson County that is valid until December 31, 2020. Jefferson County is in possession of the original bond in the amount of $450,000. The bond was issued by Arch Insurance Group (Bond No. 1159477) which is valid until August 26, 2020.

If any additional information is required, please do not hesitate to contact me at (985) 853-3943 or at mcapello@mphinc.com. Please send any correspondence to my attention at the Houma, PO Box above.

Sincerely,

Michael Capello
Vice President of Regulatory Services

Enclosures

CONTINUATION CERTIFICATE

The Arch Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 1159477 in the sum of Four Hundred Fifty Thousand Dollars and 00/100 ($450,000.00) Dollars,

on behalf of Enterprise TE Products Pipeline Company LLC

in favor of Jefferson County

subject to all the conditions and terms thereof through August 26, 2021 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 14th day of July, 2020.

Arch Insurance Company
Surety

By: _____
Lauren O. Moudy Attorney-in-Fact

AIC 0000301829

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alyson Carmichael, Ashley Britt, Barry K. McCord, David T. Miclette, Heather Noles, Lacey Mayfield, Lauren O. Moudy, Nikole Jeannette, Robert C. Davis, Robert M. Overbey, Jr., and Tabitha Dorman of Houston, TX (EACH)
Rita G. Gulizo and Susan D. Zapalowski of New Orleans, LA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding
Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

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210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

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1-800-252-3439

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Austin, TX 78714-9091
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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT

Application Date: 7/9/2020 Permit #: 05 -OW- 20 Precinct#: 2, 3, 4

Business Name: Enterprise TE Products Pipeline Company LLC Business Phone: _____

Business Address: 1100 Louisiana Street; Houston, Texas 77002

Local Representative: Larry Rose Local Phone: (225) 316-8473

State Permit No. (if applicable): _____

Bond Amount: $3,400,000.00 Bond #: ~~1159474~~ 1159474

Description of Work/Type/Location: Pipeline Construction between Winnie, Texas and Beaumont, Texas
Heavy equiptment and materials

Description of Route: W Clubb Rd, E Clubb Rd, Boyt Rd, Gaulding Rd, Blewett Rd, Winzer Rd, Bayou Din Dr, Labelle Rd, Steinhagen Rd, Humble Camp Rd, Latta Rd, Hillebrandt Rd, and Hebert Rd.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 21 day of July 20 20 .

Enterprise TE Products Pipeline Company LLC
Name of Company (Permittee)

By: Timothy J. Dyk

Title: Agent and Attorney-in-Fact

Applicant's Signature

Timothy J. Dyk
Applicant's Printed Name

JEFFERSON COUNTY

By: Stan Stafford
Director of Engineering

By: Joan Castille
Precinct Supervisor

Mike Sinclair

Kenneth Minkins

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 07/21/20 Application Approved ✓ Yes ____ No

If No, give reason: _____

Processed By: Ernest Clement

Title: Eng. Specialist

Processor's Signature

Ernest Clement

Processor's Printed Name

Renewal Permit # 05-OW-20

SEE 02-OW-20 RENEWAL for 04-OW-19

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY AND Enterprise TE Products Pipeline Company LLC

WHEREAS, Enterprise TE Products Pipeline Company LLC (hereinafter "Company") intends to conduct 30" pipeline construction [describe operation], (hereinafter the "Project") at a site located on see Exhibit 2 (county road name) located in Precinct No. 4 & 2 ; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road See Exhibit 2
2. County Road _____ ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road See Exhibit 2 and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of Nov 1, 2019 to a termination date of Dec 31, 2020. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.

2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.

3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [$ 3,400,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. ___ of Jefferson County, Texas before transporting any equipment on County [road name: See Exhibit 2 and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 1ST day of OCTOBER, 2019

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 1ST day of OCTOBER, 2019

Attest:

Carolyn L Gundry
Jefferson County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Authorized Agent for Enterprise TE Products Pipeline Company LLC

THE STATE OF TEXAS, §
§
COUNTY OF JEFFERSON §

I, Melissa Mewa a notary public, do hereby certify that on this 1st day of October, 2019, personally appeared before me Jeff R. Branick, being by me first duly sworn, declared that he is the County Judge of Jefferson County and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 1st day of October, 2019.

MELISSA MEWA
Notary Public, State of Texas
Comm. Exp. 2022
Notary ID# 131432163

Melissa Mewa
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit I

Estimate of Cost:

Length of [1st road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:
Length of [2nd road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)
Foreman $ 30 per hour x _____ hours = $_____

Equipment Operator $ 27 per hour x _____ hours = $_____

Other $ 25 per hour x _____ hours = $_____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).
Truck $ 40 per hour x _____ hours = $_____

Grader $ 60 per hour x _____ hours = $_____

Other $ 80 per hour x _____ hours = $_____

Material: (Rate includes cost to acquire and transport to location)
Base mtl $ 36 Per Ton + $_____ per hour x _____ hours = $_____

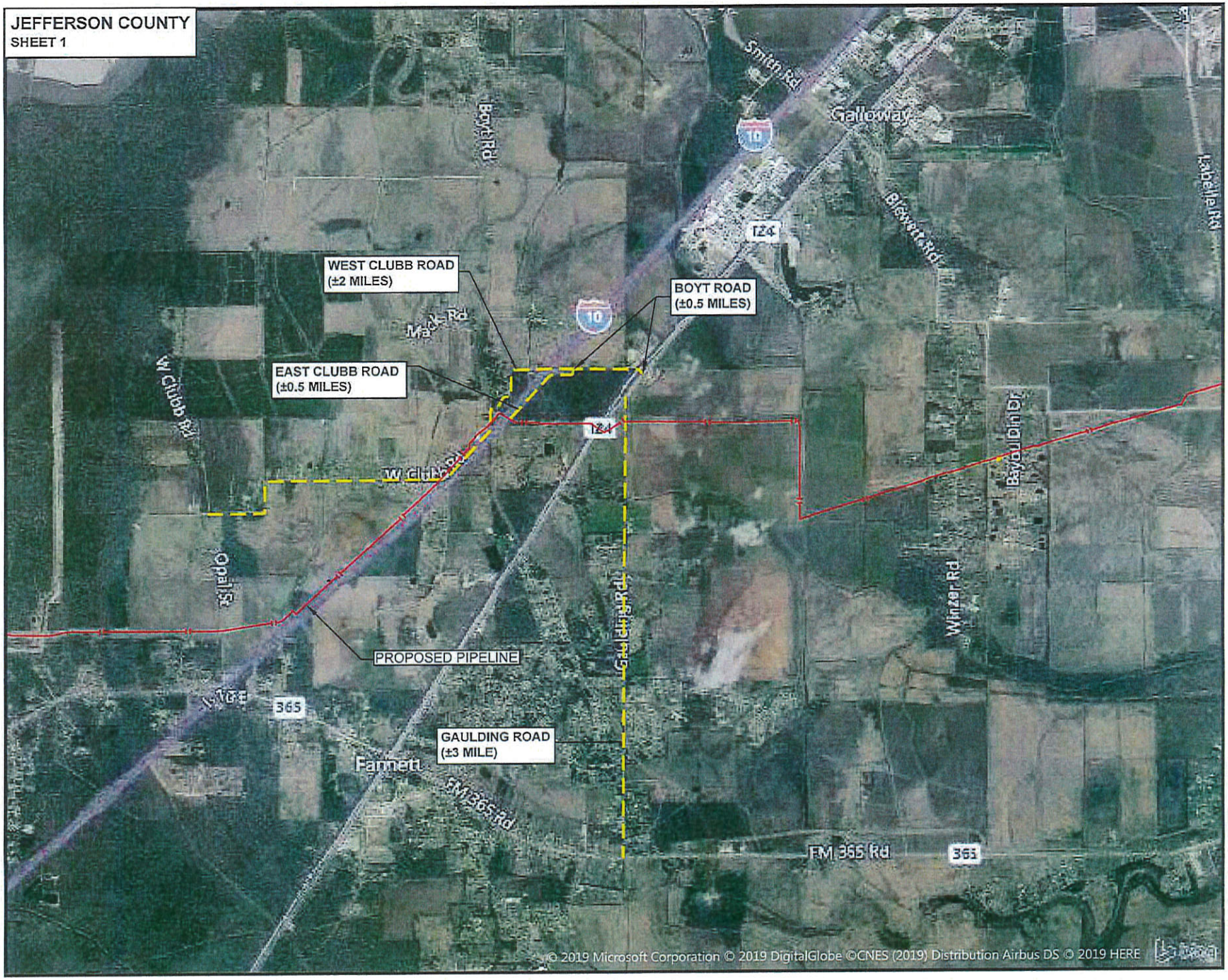
Asphalt $ 100 Per Ton + $_____ per hour x _____ hours = $_____

Other at $ 72 Per Ton + $_____ per hour x _____ hours = $_____

Total for [1st road name] $_____

Exhibit 2

County Road Name	Distance	Precinct No.
West Clubb Road	2.0 miles	Precinct 4
East Clubb Road	0.5 miles	Precinct 4
Boyt Road	0.5 miles	Precinct 4
Gaulding Road	3.0 miles	Precinct 4
Blewett Road	4.0 miles	Precinct 4
Winzer Road	2.0 miles	Precinct 4
Bayou Din Drive	1.0 miles	Precinct 4
Labelle Road	6.0 miles	Precinct 4
Steinhagen Road	4.0 miles	Precinct 4
Hillebrandt Road	8.0 miles	Precinct 4 and 2
Humble Camp Road	2.0 miles	Precinct 2
Latta Road	0.5 miles	Precinct 2
Hebert Road	0.5 miles	Precinct 2


JEFFERSON COUNTY
SHEET 1
WEST CLUBB ROAD
(±2 MILES)
BOYT ROAD
(±0.5 MILES)
EAST CLUBB ROAD
(±0.5 MILES)
PROPOSED PIPELINE
GAULDING ROAD
(±3 MILE)
Boyt Rd
Smith Rd
Galloway
Blewett Rd
Labelle Rd
Mack Rd
W Clubb Rd
Bayou Din Dr
Winzer Rd
Gaulding Rd
Farnett
FM 365 Rd
365
124
10
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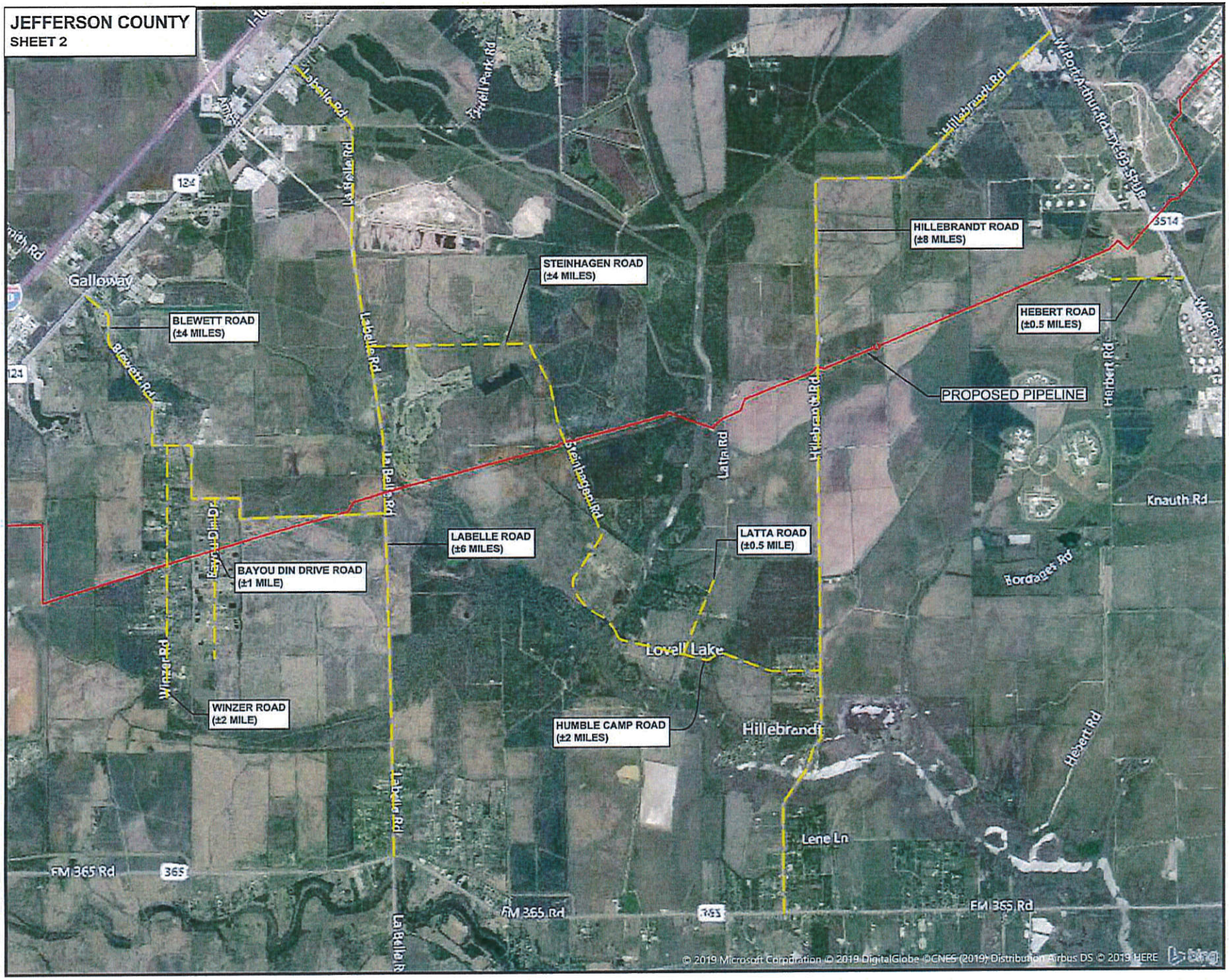
JEFFERSON COUNTY
SHEET 2
BLEWETT ROAD
(±4 MILES)
STEINHAGEN ROAD
(±4 MILES)
HILLEBRANDT ROAD
(±8 MILES)
HEBERT ROAD
(±0.5 MILES)
PROPOSED PIPELINE
LABELLE ROAD
(±6 MILES)
LATTA ROAD
(±0.5 MILE)
BAYOU DIN DRIVE ROAD
(±1 MILE)
WINZER ROAD
(±2 MILE)
HUMBLE CAMP ROAD
(±2 MILES)
Galloway
Lovell Lake
Hillebrandt
Knauth Rd
Bordages Rd
Herbert Rd
Lene Ln
FM 365 Rd
Labelle Rd
Steinhagen Rd
Latta Rd
Hillebrandt Rd
Winzer Rd
Blewett Rd
Bayou Din Dr
Hillebrandt Rd
W Port Arthur Rd
Labelle Rd
Powell Park Rd
124
365
3514
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INCREASE RIDER

BOND AMOUNT $3,000,000.00 BOND NO. 1159474

To be attached and form a part of Bond No. 1159474 dated the 20th day of August, 2019, executed by Arch Insurance Company as surety, on behalf of Enterprise TE Products Pipeline Company LLC as current principal of record, and in favor of Jefferson County, as Obligee, and in the amount of Three Million Dollars and 00/100 ($3,000,000.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Arch Insurance Company hereby consents that effective from the 6th day of September, 2019, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

FROM: Three Million Dollars and 00/100 ($3,000,000.00)

TO: Three Million Four Hundred Thousand Dollars and 00/100 ($3,400,000.00)

The Increase of said bond penalty shall be effective as of the 6th day of September, 2019, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 6th day of September, 2019.

Enterprise TE Products Pipeline Company LLC
By: Enterprise GP LLC
PRINCIPAL

BY: _____

Arch Insurance Company
SURETY

BY: _____
Lauren O. Mundy, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

Jefferson County
OBLIGEE

BY: _____
TITLE

AIC 0000280669

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alyson Carmichael, Ashley Britt Platt, Barry K. McCord, David T. Miclette, Heather Noles, Kristi Lovett, Lauren O. Moudy, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Robert M. Overbey, Jr., Susan D. Zapalowski and Tabitha Dorman of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding
Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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AIC 0000280669

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 14th day of June, 2019.

Attested and Certified

Patrick K. Nalls, Secretary

Arch Insurance Company

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nalls and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE TRIPODI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nalls, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 14, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 6th day of September 20 19.

Patrick K. Nalls, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

1-866-413-5550

You may also write to Arch Insurance Group at:

Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Arch
Insurance Group

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Enterprise TE Products Pipeline Company LLC as Principal, of 1100 Louisiana Street (Street and Number), Houston (City), TX (State) and the Arch Insurance Company, a Missouri corporation, as Surety, are held and firmly bound unto Jefferson County, as Obligee, in the sum of Three Million Dollars and 00/100 Dollars ($3,000,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 20th day of August, 2019.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as AFE A37120 - Road use for the construction of a 30" ethane pipeline in Jefferson County between Winnie, TX and Beaumont, TX by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

This bond is for the benefit of any person who is damaged by an act or omission of the applicant constituting breach of a construction contract or breach of a contract for the furnishing of labor, materials or professional services to construction undertaken by the applicant, or by an unlawful act or omission of the applicant in the performance of the construction contract.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   Until August 20, 2020, or until the date of expiration of any Continuation Certificate executed by the surety

   OR

   Until canceled as herein provided.

2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Enterprise TE Products Pipeline Company LLC
By: Enterprise GP LLC Principal
By W Randall Dupnik

Arch Insurance Company
By
Lauren O. Moudy Attorney-in-Fact

Surety Phone No.

Bond Number: 1159474

AIC 0000280646

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alyson Carmichael, Ashley Britt Platt, Barry K. McCord, David T. Miclette, Heather Noles, Kristi Lovett, Lauren O. Moudy, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Robert M. Overbey, Jr., Susan D. Zapalowski and Tabitha Dorman of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding
Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

AIC 0000280646

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 14th day of June, 2019.

Attested and Certified

Patrick K. Nails, Secretary

Arch Insurance Company

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE TRIPODI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 14, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of August, 2019.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

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Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CONTINUATION CERTIFICATE

The Arch Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 1159474 in the sum of Three Million Four Hundred Thousand Dollars and 00/100 ($3,400,000.00) Dollars,

on behalf of Enterprise TE Products Pipeline Company LLC

in favor of Jefferson County

subject to all the conditions and terms thereof through August 20, 2021 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 10th day of July, 2020.

Arch Insurance Company
Surety

By: _____
Lauren C. Mosley, Attorney-in-Fact

AIC 0000301827

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential ***Value Guarantees.***

POWER OF ATTORNEY

Know All Persons By These Presents

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alyson Carmichael, Ashley Britt, Barry K. McCord, David T. Miclette, Heather Noles, Lacey Mayfield, Lauren O Moody, Nikole Jeannette, Robert C. Davis, Robert M Overbey, Jr , and Tabitha Dorman of Houston, TX (EACH)
Rita G Gulizo and Susan D. Zapalowski of New Orleans, LA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding
Ninety Million Dollars ($90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

AIC 0000301827

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of January, 2020.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE TRIPODI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 24, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of July, 2020.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

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Job No. 13221-00 0000ENV

P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX

Morris P. Hebert, Inc.
client focused solutions

One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

July 9, 2020

Jefferson County Courthouse
Engineering Dept. Attn: Ernest Clement
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

RE: Enterprise TE Products Pipeline Company LLC
Proposed 30-Inch Pipeline
Jefferson County Overweight Vehicle Repermit

Dear Mr. Clement:

Enterprise TE Products Pipeline Company LLC was issued overweight permit 02-OW-20 for the use West Clubb Road, East Clubb Road, Boyt Road, Gaulding Road, Blewett Road, Winzer Road, Bayou Din Dr., Labelle Road, Steinhagen Road, Humble Camp Road, Latta Road, Hillebrandt Road, and Hebert Road to heavy haul pipeline construction equipment and materials. Enterprise TE Products Pipeline Company LLC would like to request a new permit because 02-OW-20 has expired. Construction is scheduled to begin on August 3, 2020.

Enclosed is a check in the amount of $200.00 to pay for the overweight vehicle permit fee. Attached is a copy of the road use agreement between Enterprise TE Products Pipeline Company LLC and Jefferson County that is valid through December 31, 2020. Jefferson County is in possession of the original bond and rider in the amount of $3,400,000. The bond was issued by Arch Insurance Group (Bond No. 1159474) which is valid until August 20, 2020.

If any additional information is required, please do not hesitate to contact me at (985) 853-3943 or at mcapello@mphinc.com. Please send any correspondence to my attention at the Houma, PO Box above.

Sincerely,

Michael Capello
Vice President of Regulatory Services

Enclosures

Job No. 13221-00 0000ENV

P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX

Morris P. Hebert, Inc.
client focused solutions

One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

July 20, 2020

Jefferson County Courthouse
Engineering Dept. Attn: Ernest Clement
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

RE: Enterprise TE Products Pipeline Company LLC
Proposed 16/12-Inch Pipeline
Jefferson County Bond Submittal

Dear Mr. Clement:

On behalf of Enterprise TE Products Pipeline Company, I am submitting the two surety bonds. One in the amount of $3,400,000 and the other in the amount of $450,000, both are in favor of Jefferson County.

If any additional information is required, please do not hesitate to contact Michael Capello at (985) 853-3943 or at mcapello@mphinc.com. Please send any correspondence to my attention at the Houma, PO Box above.

Sincerely,

William C Cagle
Sr. Project Manager of Regulatory Services

Enclosures

CONTINUATION CERTIFICATE

The Arch Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 1159474 in the sum of Three Million Four Hundred Thousand Dollars and 00/100 ($3,400,000.00) Dollars,

on behalf of Enterprise TE Products Pipeline Company LLC

in favor of Jefferson County

subject to all the conditions and terms thereof through August 20, 2021 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 10th day of July, 2020.

Arch Insurance Company
Surety

By: _____
Lauren C. Moody Attorney-in-Fact

AIC 0000301827

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POWER OF ATTORNEY

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its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

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210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Permit No. 04-P-20
04-P-19

Precinct No. 3

BOND# 585212803
(Renewed attached to back)

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 7/7/2020

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Enterprise TE Products Pipeline Company LLC (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Ethane, location of which is fully described as follows:

7 pages of drawings attached.
Construction will begin on or after August, 2020.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

1 road crossing @ $100.00		$ 100
_____ miles parallel @ $150.00/mile or fraction		$ _____
	TOTAL	$ 100

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Enterprise TE Products Pipeline Company LLC

By _____ Timothy J. Dyk

Title Agent and Attorney-in-Fact

Address P.O. Box 4324

Houston, Texas 77210-4324

Phone No. 713-381-8231

FAX No. _____

ENGINEERING ACTION FORM

The minimum standard bond required is $ 5,000.00

Stan Stafford
Director of Engineering

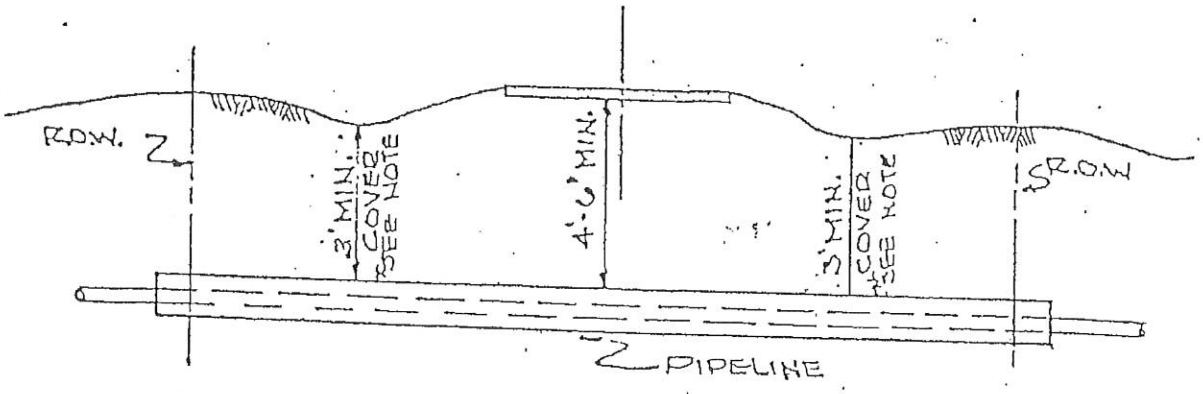
07/21/20
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ 5,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

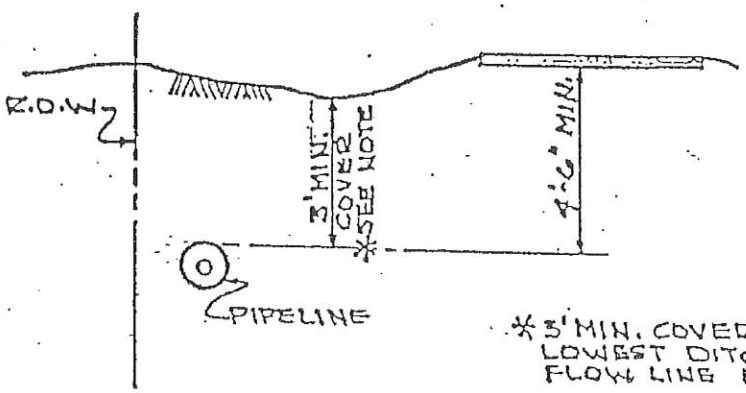
By _____
County Judge



* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0' OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



* 3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)

Job No. 13221-00 0000ENV

283 Corporate Drive
P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX

Morris P. Hebert, Inc.
client focused solutions

One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

July 8, 2020

Jefferson County Courthouse
Engineering Dept. Attn: Ernest Clement
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

RE: Enterprise TE Products Pipeline Company LLC
Proposed 16-Inch Pipeline
Jefferson County Road Crossing Permit Re-Application

Dear Mr. Clement:

Enterprise TE Products Pipeline Company LLC is submitting a permit application to reapply for a permit that was approved under Pipeline Permit No. 04-P-19. Enterprise TE Products Pipeline Company LLC respectfully requests permission to install a 16" ethane pipeline across Knauth road as more fully shown on the attached plats. The pipeline will cross Knauth Road via bore. The uncased pipelines will be a minimum of 5-feet below the road and ditches. The project construction is scheduled to begin August 3, 2020.

Enclosed are one (1) original application package and four (4) copies of the application package. Also enclosed is a check in the amount of $100.00 to pay for the permit fee. Jefferson County is still in possession of the original $5,000 bond that is in effect until September 5, 2020. It is Bond No. 58S212803 issued by Liberty Mutual Insurance Company. Attached is a copy of the bond.

If any additional information is required, please do not hesitate to contact me at (985) 853-3943 or at mcapello@mphinc.com. Please send any correspondence to my attention at the Houma, PO Box above.

Sincerely,

Michael Capello
Vice President of Regulatory Services

Enclosures

Liberty Mutual. SURETY

2200 Renaissance Blvd. Ste. 400
King of Prussia, PA 19406-2755
Ph. (610) 832-8240

LICENSE & PERMIT BOND

Bond Number: 58S212803

KNOW ALL MEN BY THESE PRESENTS, that we Enterprise TE Products Pipeline Company LLC 1100 Louisiana Street Houston, TX 77002, as principal (the "Principal"), and Liberty Mutual Insurance Company, as surety (the "Surety"), are held and firmly bound unto Jefferson County Commissioners' Court, as obligee (the "Obligee"), in the penal sum of Five Thousand Dollars and 00/100 Dollars ($5,000.00), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied for a license or permit for Jefferson County Road Crossing Permit - A37120

for the term beginning the 5th day of September, 2019, and ending the 5th day of September, 2020, and this Bond is intended to cover the term of said License or Permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the license or permit is issued to the Principal, and if Principal shall indemnify and save harmless the Obligee from and against all loss, to which the Obligee may be subject by reason of the Principal's breach of any ordinance, rule, or regulation, relating to the above described license or permit, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. The liability of the Surety hereunder shall in no event exceed the penal sum of this bond as stated above, regardless of the number of years the bond shall continue in force.

2. This bond shall continue in force until (surety shall elect either option a or b)

   [X] a. the 5th day of September, 2020, or until the expiration date of any Continuation Certificate executed by the Surety.

   [ ] b. the Surety notifies the Obligee in writing of its cancellation of the bond. The Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the Obligee, except for defaults occurring prior thereto.

3. Any claim under this bond must be presented in writing to the Surety to the attention of The Surety Law Department at the following address: Interchange Corporate Center, 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462-1644. Should the address of the Surety change, then notice shall be delivered by the Obligee to the Surety as directed in writing by the Surety.

DATED as of this 5th day of September, 2019.

WITNESS / ATTEST

Enterprise TE Products Pipeline Company LLC
(Principal) By: Enterprise GP LLC
By: _____ (Seal)
Title: Vice President

Liberty Mutual Insurance Company
(Surety)
By: _____ (Seal)
Lauren O. Moudy Attorney-In-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201246

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Britt Platt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Kristi Lovett, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of May, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of September 2019

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual. SURETY

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

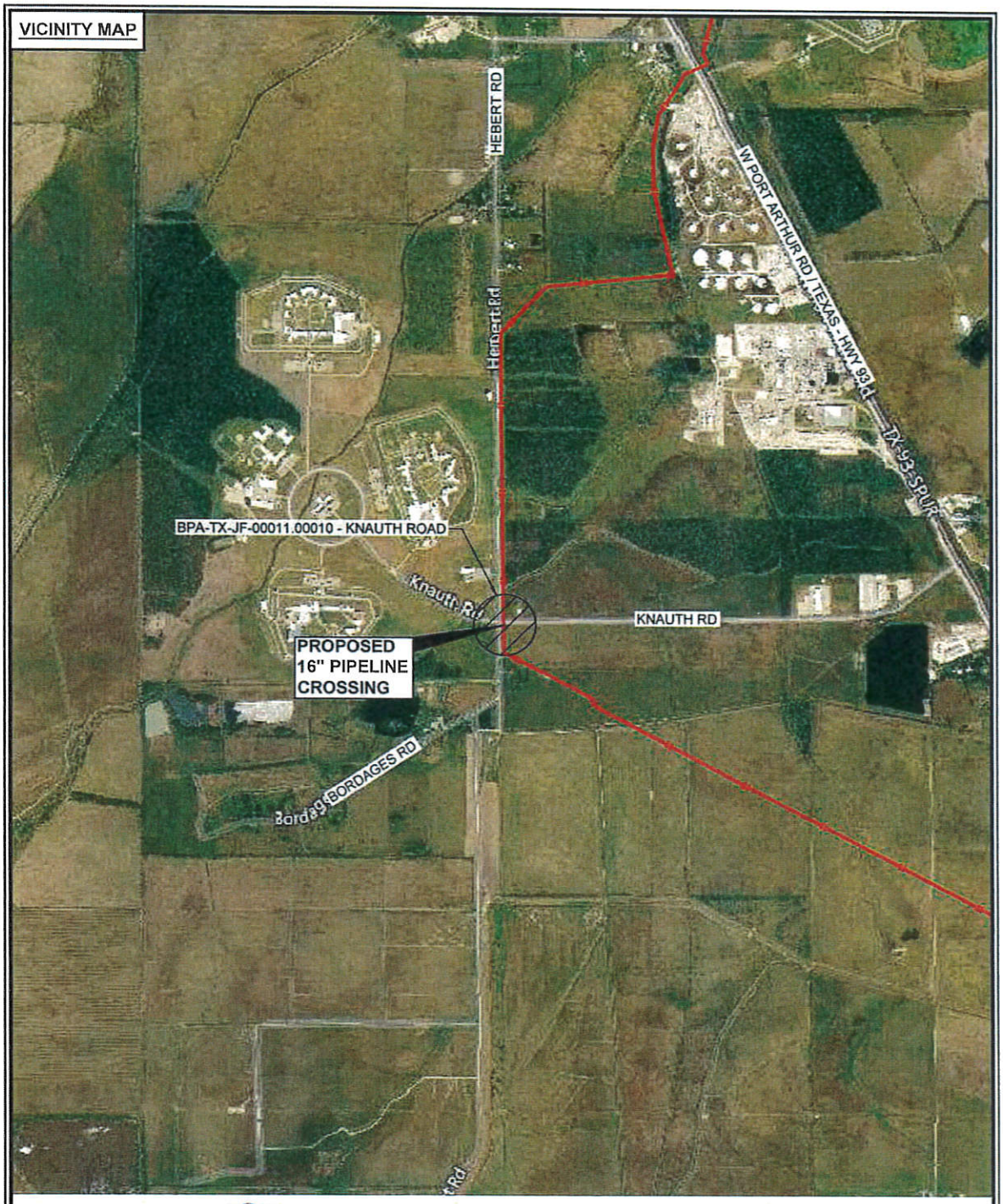
DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

VICINITY MAP



NAD 83 (2011) UTM ZONE 15 NORTH

FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

REX R. JONES
6024
PROFESSIONAL
LAND SURVEYOR

Rex R. Jones 8/27/2019
Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 2,000'
2,000' 0 1,000' 2,000'

SHEET 1 OF 3

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

BEAUMONT TO PORT ARTHUR

PROPOSED 16" PIPELINE

BPA-TX-JF-0011.00010

CROSSING KNAUTH RD

WILLIAM N. SIGLER SURVEY, A-48, JEFFERSON COUNTY, TEXAS

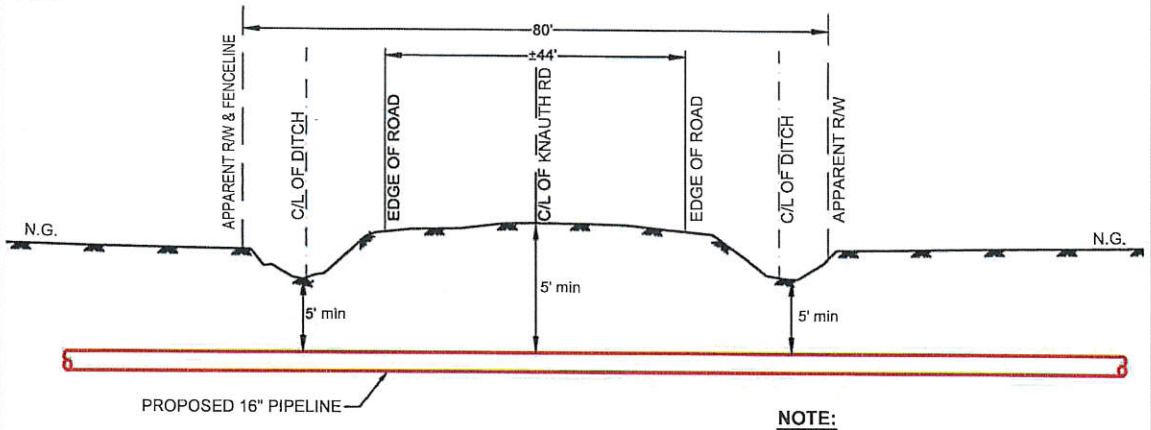
FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 08/27/2019	REVISED BY: JPR
DATE: 4/26/2018	No.	DATE:	REVISED BY:

FILENAME: T:\2018\218B311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\BPA-TX-JF-00011.00010-KNAUTH ROAD -.dwg

CONSTRUCTION METHOD

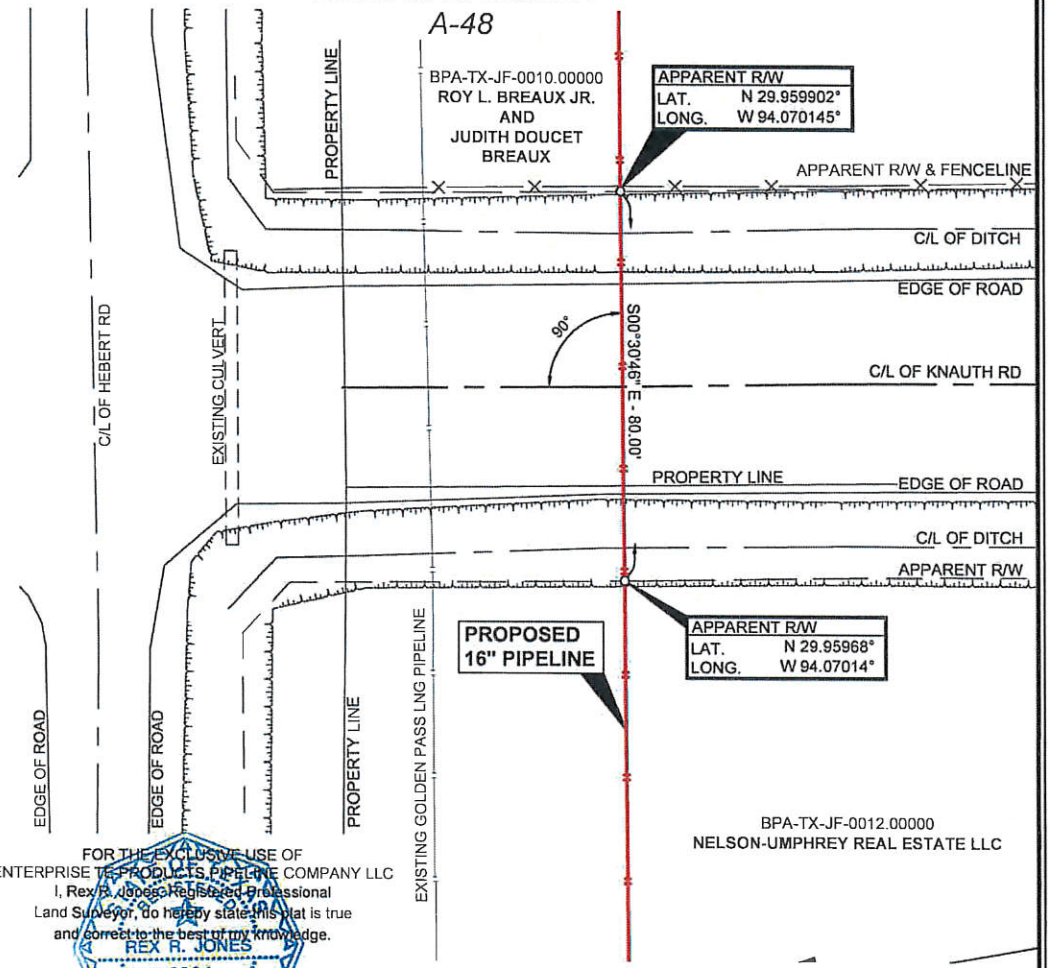
BORE



CROSS-SECTION

NOT TO SCALE

NOTE:
THE PROPOSED 16" PIPELINE CROSSING WILL BE LOCATED AT KNAUTH ROAD APPROXIMATELY 1.40 MILES WEST OF ITS JUNCTION WITH WEST PORT ARTHUR ROAD.



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

REX R. JONES
6024
PROFESSIONAL LAND SURVEYOR

Rex R. Jones 27/2019
Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15 NORTH

Scale: 1" = 30'

30' 0 15' 30'

SHEET 2 OF 3

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
BEAUMONT TO PORT ARTHUR
PROPOSED 16" PIPELINE
BPA-TX-JF-0011.00010
CROSSING KNAUTH RD
WILLIAM N. SIGLER SURVEY, A-48, JEFFERSON COUNTY, TEXAS

FENSTERMAKER

C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
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FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\BPA-TX-JF-00011.00010-KNAUTH ROAD -.dwg			

PROPOSED 16" PIPELINE
DESIGN DATA INSTALLATION

1.0 GENERAL INFORMATION
- 1.1 APPLICANT/OWNER: ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
- 1.2 PIPELINE NAME: MONT BELVIEU TO BEAUMONT
- 1.3 PRODUCT: ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR **NOVEMBER 2019-2020**

2.0 PIPELINE DESIGN DATA
- 2.1 DESIGN CODES: THE DEPARTMENT OF ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME API 1102, "STEEL PIPELINE CROSSING RAILROADS AND HIGHWAYS"
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 1850 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION
- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD
- 4.1 PIPELINE WILL BE INSTALLED BY BORE.

5.0 BORE LINE PIPE
- 5.1 OUTSIDE DIAMETER: 16.00"
- 5.2 WALL THICKNESS: 0.500"
- 5.3 PIPE SPECIFICATION: API-5L
- 5.4 GRADE: X52 (52,000 PSI)
- 5.5 MATERIAL: CARBON STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW OR SAW
- 5.7 EXTERIOR COATING: 15 - 22 MILS FUSION BONDED EPOXY (FBE) & 30 - 40 MILS ARO

I, MATTHEW P. PARRA, AN INDEPENDENT CONSULTING ENGINEER, TEXAS REGISTERED ENGINEERING FIRM NUMBER 7272, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, P.E. NUMBER 83362, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PIPELINE RAILROAD CROSSING SHOWN ON THIS DRAWING HAS BEEN DESIGNED IN ACCORDANCE WITH THE CFR, TITLE 49, PART 195 - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, SUBPART C - DESIGN REQUIREMENTS AND API 1102 "STEEL PIPELINES CROSSING RAILROADS AND HIGHWAYS". MY CERTIFICATION APPLIES TO THE MECHANICAL DESIGN OF THE PIPELINE ONLY AND DOES NOT COVER ACCURACY OF SURVEY INFORMATION.
MATTHEW P. PARRA, P.E.

STATE OF TEXAS
MATTHEW PARKER PARRA
83362
LICENSED
PROFESSIONAL ENGINEER
8-29-19

SHEET 3 OF 3

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
BEAUMONT TO PORT ARTHUR
PROPOSED 16" PIPELINE
TX-JF-00011.00010
CROSSING KNAUTH RD
WILLIAM N. SIGLER SURVEY, A-48, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
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Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
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PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 08/27/2019	REVISED BY: JPR
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FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\BPA-TX-JF-00011.00010-KNAUTH ROAD - dwg			

Steel Pipelines
Crossings of Railroads Highways
API RP 1102
(Uncased Crossings)

ENTERPRISE TE PRODUCTS PIPELINE COMPANY
BEAUMONT - PORT ARTHUR ETHANE LINE
KNAUTH RD, JEFFERSON COUNTY, TEXAS
Permit Drawing TX-JF-0011.00010

Revision		Date	By	Check/Appr.
Issued for Permit	0	8/27/2019	MPP	CH

*Color Legend	
Inputs	
Outputs	Design Info.
Results	PASS
	FAIL

Summary:
All checks pass? YES

Pipe & Operational Data:

NPS =	16.0	Pipe Size (NPS) (in.)	XS	Identification	40 Schedule No.
D =	16.000	Pipe Outside Diameter (in.)			
p =	1,480	Operating Pressure (psi)			
Steel Grade =	X-52	Specified Minimum Yield Strength (psi)			
SMYS =	52,000	Specified Minimum Yield Strength (psi)			
F =	0.72	Design Factor			
E =	1.0	Longitudinal Joint Factor			
T_1 =	70	Installation Temperature °F			
T_2 =	100	Maximum or Minimum Operating Temperature °F			
T =	1.0	Temperature derating factor			
t_w =	0.5	Pipe Wall Thickness (in.)			

Installation & Site Data:

H =	5	Cover depth (ft.)
B_d =	24.000	Bore Diameter (in.)
	No	HDD Crossing? (Yes/No)
R =	0	HDD Curve Minimum Radius (ft)
Soil Type =	A	(A) Loose Sands/Soft Clays, (B) Dense Sands/Stiff Clays
E' =	0.2	Modulus of Soil Reaction (ksi)
E_r =	5	Resilient Modulus (ksi)
γ =	120	Unit Weight (pcf)
	ERW	Type of Longitudinal Weld
P_s =	12	Design Wheel Load from Single Axle (kips)
P_l =	10	Design Wheel Load from Tandem Axle (kips)
	Flexible Pavement	Pavement Type

STATE OF TEXAS
MATTHEW PARKER PARRA
83362
LICENSED
PROFESSIONAL ENGINEER
8-29-19

Matthew P. Parra
TEXAS REG NO. 83362

Steel Pipelines
Crossings of Railroads Highways
API RP 1102
(Uncased Crossings)

Other pipe steel properties:

E_s =	29,500	Young's Modulus (ksi)
ν_s =	0.30	Poisson's ratio
αT =	6.5E-06	Coefficient of Thermal Expansion per °F

1. Check Allowable Barlow Stress

Equation 8a

$S_{Hi} = p * D / 2t_w \leq F * E * T * SYMS$

S_{Hi} = 23,680 ≤ 37,440 psi OK (y/n) PASS

2. Circumferential Stress Due to Earth Load

				Manual Check	Program Generated
2.1 - From Figure 3	t_w / D =	0.031	K_{He} =	1,135	1135.00
	E' =	0.2 ksi			
2.2 - From Figure 4	H / B_d =	2.500	B_e =	0.73	0.73
	Soil Type =	A			
2.3 - From Figure 5	B_d / D =	1.500	E_e =	1.88	1.88

2.4 - Equation 1: $S_{He} = K_{He} * B_e * E_e * \gamma * D$

S_{He} = 1,727 psi

3. Impact Factor, F_i and Applied Design Surface Pressure, w

3.1 - Figure 7 for Highways	H =	5.000 ft	F_i =	1.50	1.50
3.2 - Applied design surface pressure, w Section 4.7.2.2.1		Flexible Pavement	P =	10.00 kips	
			w =	69.44 psi	
Critical Case:		Tandem Axles			

Matthew P. Parra
TEXAS REG NO. 83362

Steel Pipelines
Crossings of Railroads Highways
API RP 1102
(Uncased Crossings)

4. Cyclic Stresses, ΔS_{Hh} and ΔS_{Lh}

4.1 Cyclic Circumferential Stresses, ΔSHh

4.1.1 - From Figure 14 with: t_w / D = 0.031; E_r = 5; K_{Hh} = 12.6 (12.63)

4.1.2 - From Figure 15 with: D = 16.000 in; H = 5.000 ft; G_{Hh} = 1.07 (1.07)

4.1.3 - Table 2 with: Flexible Pavement, Tandem Axles; H = 5.000; D = 16.000; R = 1.00 (1.00); L = 1.00 (1.00)

4.1.4 - Equation 5: $\Delta S_{Hh} = K_{Hh} * G_{Hh} * R * L * F_i * w$

ΔS_{Hh} = 1,402 psi

4.2 Cyclic Longitudinal Stresses, ΔSLh

4.2.1 - From Figure 16 with: t_w / D = 0.031; E_r = 5; K_{Lh} = 11.6 (11.59)

4.2.2 - From Figure 17 with: D = 16.000; H = 5.000; G_{Lh} = 1.03 (1.03)

4.2.3 - Table 2 with: Flexible Pavement, Tandem Axles; H = 5.000; D = 16.000; R = 1.00 (1.00); L = 1.00 (1.00)

4.2.4 - Equation 6: $\Delta S_{Lh} = K_{Lh} * G_{Lh} * R * L * F_i * w$

ΔS_{Lh} = 1,239 psi

5. Circumferential Stress Due to Internal Pressure

Equation 7: $S_{Hi} = p * (D - t_w) / 2t_w$

S_{Hi} = 22,940 psi

Matthew P. Parra
TEXAS REG NO. 83362

Steel Pipelines
Crossings of Railroads Highways
API RP 1102
(Uncased Crossings)

6. Principal Stresses, S_1, S_2, S_3

HDD Bend Stress

$S_b = E_s * 1000 * D / (24 * R)$

$S_b =$ 0 psi

6.1 Equation 9:

$S_1 = S_{He} + \Delta S_H + S_{Hi}$

$S_1 =$ 26,068 psi

6.2 Eq. 10 (+ HDD Bend):

$S_2 = \Delta S_L - E_s * 1000\ \alpha_T (T_2 - T_1) + v_s (S_{He} + S_{Hi})$ $+S_b$

$S_2 =$ 2,887 psi Bending Side

or 2,887 psi Compression Side

6.3 Equation 11:

$S_3 =$ - MAOP

$S_3 =$ -1,480 psi

6.4 Effective Stress, S_{eff}

Equation 12:

$S_{eff} = \{[0.5 * [(S_1 - S_2)^2 + (S_2 - S_3)^2 + (S_3 - S_1)^2]\}^{0.5}$

$S_{eff} =$ 25,645 psi Bending Side

25,645 psi Compression Side

6.5 Check allowable Effective stress:

$S_{eff} \leq SMYS * 0.72$

$Max\ S_{eff} =$ 25,645 psi OK (y/n) PASS

$S_{eff} \leq$ 37,440 psi

7. Check Fatigue

7.1 Girth Welds

Table 3 $S_{FG} =$ 12,000 psi

Equation 17: $\Delta S_{Lh} \leq S_{FG} * F$ OK (y/n) PASS

$\Delta S_{Lh} =$ 1,239 psi

$S_{FG} * F =$ 8,640 psi

7.2 Longitudinal Welds

Table 3 $S_{FL} =$ 21,000 psi

Equation 17: $\Delta S_{Hh} \leq S_{FL} * F$ OK (y/n) PASS

$\Delta S_{Hh} =$ 1,402 psi

$S_{FL} * F =$ 15,120 psi

Matthew P. Parra
TEXAS REG NO. 83362

Liberty Mutual SURETY

CONTINUATION CERTIFICATE

To be attached to and form a part of bond number 58S212803 (the "Bond"), cross reference bond number _____ for Jefferson County Road Crossing Permit -A37120, dated the 5th day of September, 2019, in the penal sum of $5,000.00 issued by Liberty Mutual Insurance Company, as Surety (the "Surety"), on behalf of Enterprise TE Products Pipeline Company LLC

as principal (the "Principal"), In favor of Jefferson County Commissioners' Court

, as obligee (the "Obligee").

The Surety hereby certifies that the Bond is continued in full force and effect until the 5th day of September, 2021, subject to all covenants and conditions of said Bond.

Said bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 22nd day of July, 2020.

Liberty Mutual Insurance Company
(Surety)

By: _____
Lauren O. Moody Attorney-in-Fact

Surety Phone No. 617-357-9500

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202692 - 971801

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Britt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Lacey Mayfield, Barry K. McCord, David T. Miclette, Lauren O Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2020

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual. SURETY

TEXAS
IMPORTANT NOTICE

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You may call toll-free for information or to make a complaint at
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You may write the Texas Department of Insurance
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Austin, TX 78714-9091
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Web: http://www.tdi.texas.gov
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Puede escribir al Departamento de Seguros
de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Permit No. 05/P/20
ORIGINAL 01-P-19
Precinct No. 2 & 4
BOND# 022 - 222 - 896 Renewed

APPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)

Date 7 - 7 - 2020

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:
Enterprise TE Products Pipeline Company LLC (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of ethane, location of which is fully described as follows:

19 pages of drawings attached.
Construction will begin on or after August, 2020.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

14 road crossing @ $100.00		$ 1,400
_____ miles parallel @ $150.00/mile or fraction		$
TOTAL		$ 1,400

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Enterprise TE Products Pipeline Company LLC

By _____ Timothy J. Dyk

Title Agent and Attorney-in-Fact

Address PO Box 4324

Houston, TX 77210-4324

Phone No. 713-381-8231

FAX No. _____

ENGINEERING ACTION FORM

The minimum standard bond required is $ 70,000

Steve Stafford
Director of Engineering

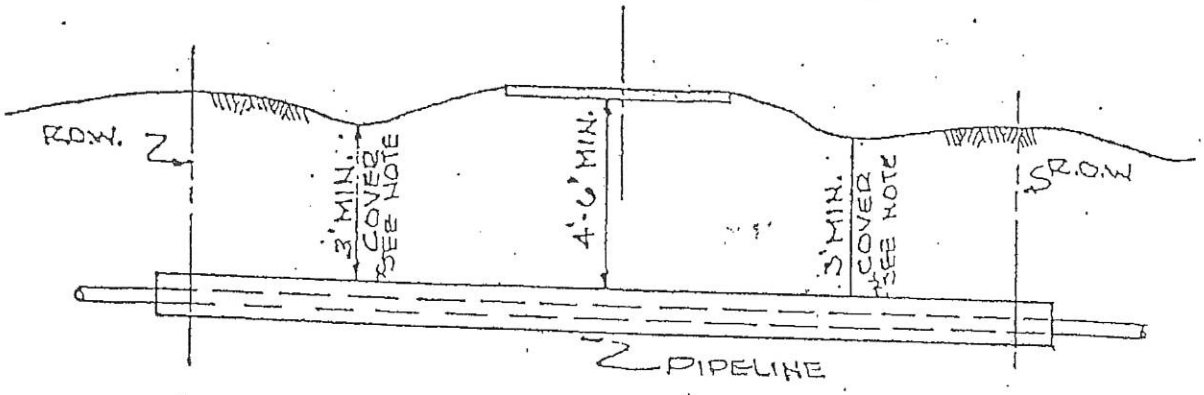
07/21/20
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ 70,000. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

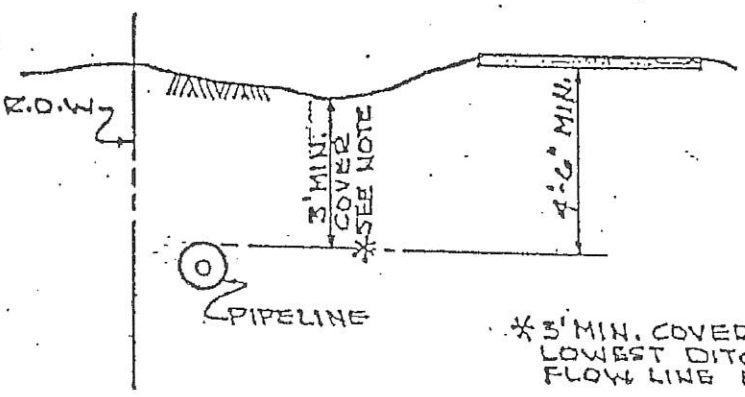
By _____
County Judge



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0' OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT.
PIPELINE DETAILS (STD.)

Job No. 13221-00 0000ENV

283 Corporate Drive
P.O. Box 3106
Houma, LA 70361-3106

(985) 879-2731 VOICE
(985) 876-9052 FAX

Morris P. Hebert, Inc.
client focused solutions

One Sterling Plaza
10101 Southwest Freeway, Suite 620
Houston, TX 77074

(713) 219-1470 VOICE
(713) 219-1471 FAX

July 8, 2020

Jefferson County Courthouse
Engineering Dept. Attn: Ernest Clement
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

RE: Enterprise TE Products Pipeline Company LLC
Proposed 30-Inch Pipeline
Jefferson County Road Crossing Permit Re-Application

Dear Mr. Clement:

Enterprise TE Products Pipeline Company LLC is submitting a permit application to reapply for a permit that was approved under Pipeline Permit No. 01-P-19. Enterprise TE Products Pipeline Company LLC respectfully requests permission to install a 30" ethane pipeline across the following 14 Jefferson County roads as more fully shown on the attached plats. The pipeline will cross the county roads via directional drill or bore. The uncased pipeline will be a minimum of 5-feet below the roads and ditches.

The 30" ethane pipeline will cross Ebner Road, Clark Road, League Road, Johnson Road, West Clubb Road (twice), East Clubb Road, Gaulding Road, Winzer Drive, Bayou Din Drive, Blewett Road, Labelle Road, Steinhagen Road, and Hillebrandt Road. Construction is scheduled to begin August 3, 2020.

Enclosed are one (1) original application package and four (4) copies of the application package. Also enclosed is a check in the amount of $1,400.00 to pay for the permit fee. Jefferson County is still in possession of the original $70,000 bond continuation certificate that is in effect until January 22, 2021. Enclosed is a copy of bond certificate for Bond No. 022-222-896 issued by Liberty Mutual Insurance Company.

If any additional information is required, please do not hesitate to contact me at (985) 853-3943 or at mcapello@mphinc.com. Please send any correspondence to my attention at the Houma, PO Box above.

Sincerely,

Michael Capello
Vice President of Regulatory Services

Enclosures

Liberty Mutual. SURETY

CONTINUATION CERTIFICATE

To be attached to and form a part of bond number 022222896 (the "Bond"), cross reference bond number _____ for AFE-A36793, dated the 22nd day of January, 2019, in the penal sum of $70,000.00 issued by Liberty Mutual Insurance Company, as Surety (the "Surety"), on behalf of Enterprise TE Products Pipeline Company LLC

as principal (the "Principal"), In favor of Jefferson County Commissioners' Court, as obligee (the "Obligee").

The Surety hereby certifies that the Bond is continued in full force and effect until the 22nd day of January, 2021, subject to all covenants and conditions of said Bond.

Said bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 28th day of February, 2020.

Liberty Mutual Insurance Company
(Surety)

By: _____
Lauren O. Moudy Attorney-in-Fact
Surety Phone No. 617-357-9500

LMIC-3300
LMS-20627 08/14

Rev. 03/13

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202692 - 971801

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Britt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Lacey Mayfield, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of February 2020

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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Liberty Mutual. SURETY

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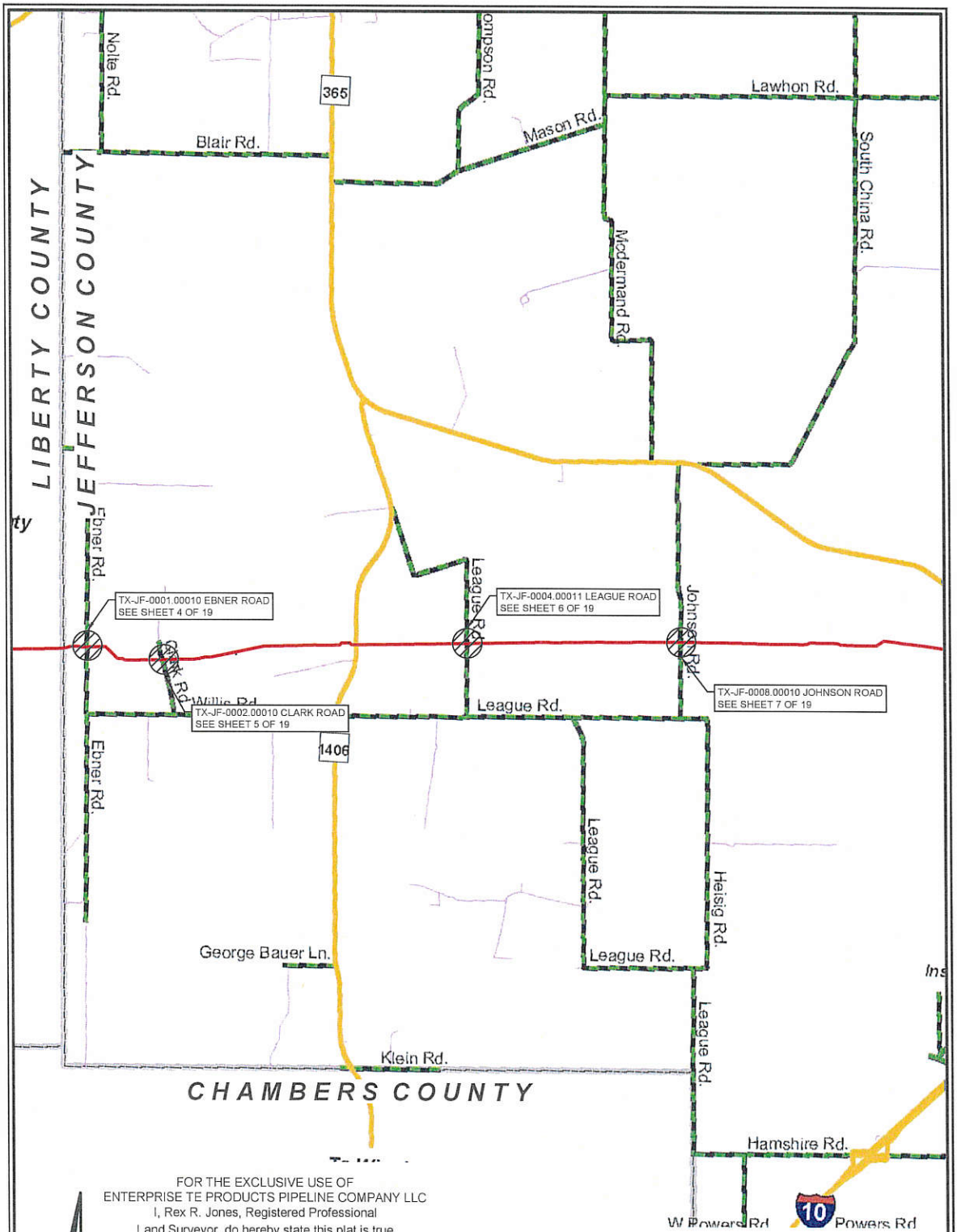


FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 5000'

5000' 0 2500' 5000'

SHEET 1 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

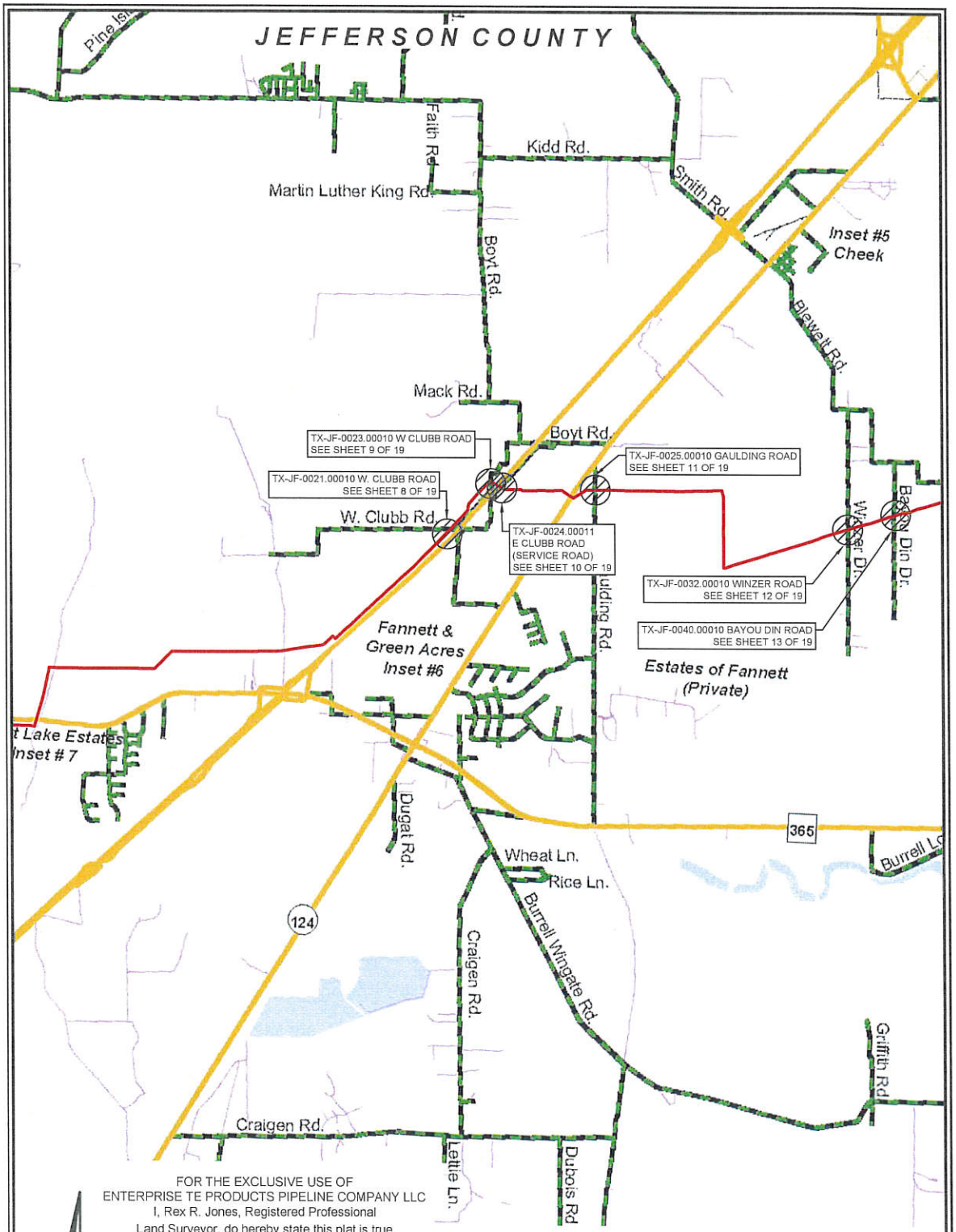
MONT BELVIEU TO BEAUMONT

PROPOSED 30" PIPELINE

INDEX MAP
CROSSING JEFFERSON CO. ROADS
JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 12/20/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Rex R. Jones
Registered Professional Land Surveyor
Registration No.6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 5000'

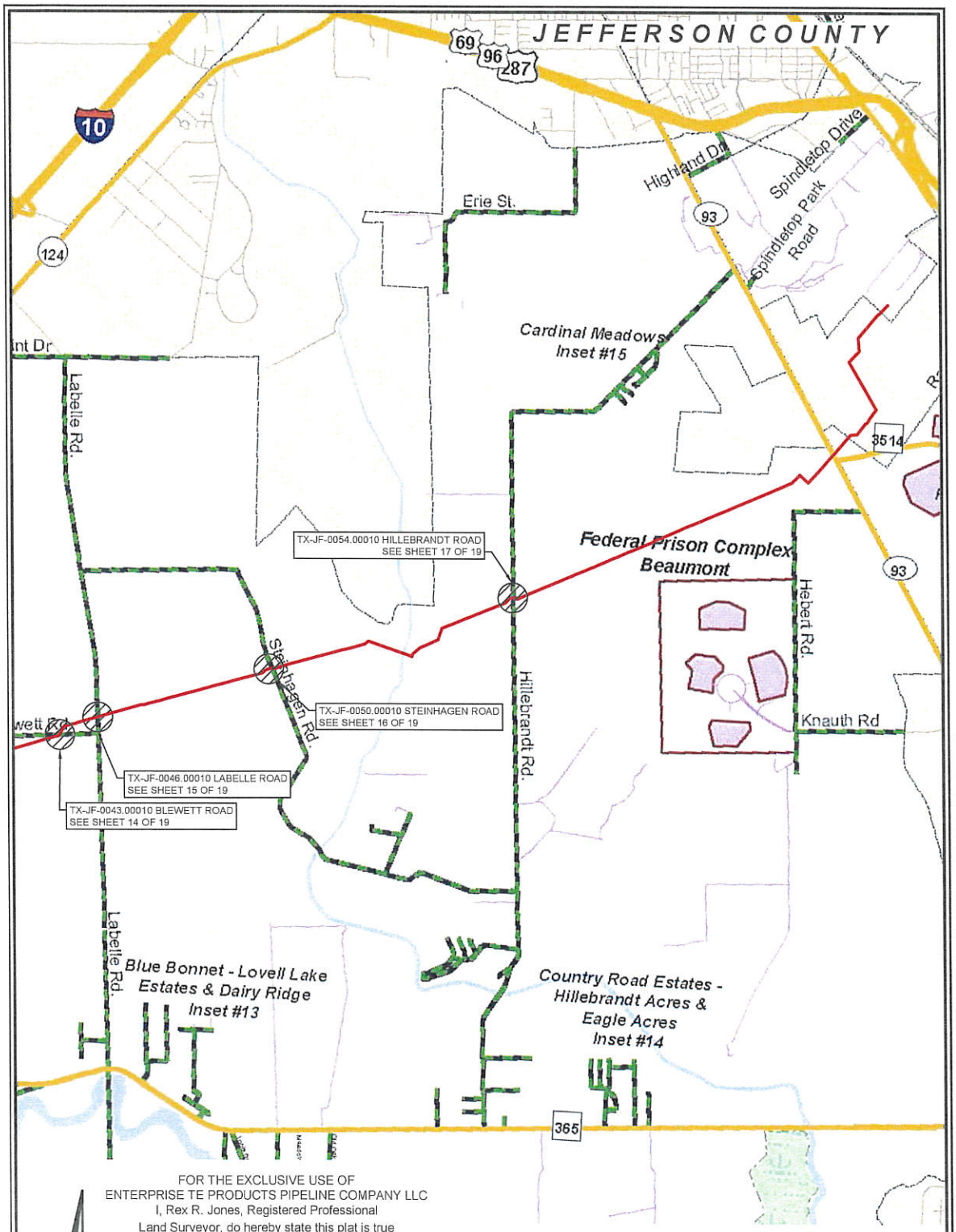
5000' 0 2500' 5000'

SHEET 2 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
INDEX MAP
CROSSING JEFFERSON CO. ROADS
JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 12/20/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			



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Rex R. Jones
Registered Professional Land Surveyor
Registration No.6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 5000'

5000' 0 2500' 5000'

SHEET 3 OF 19

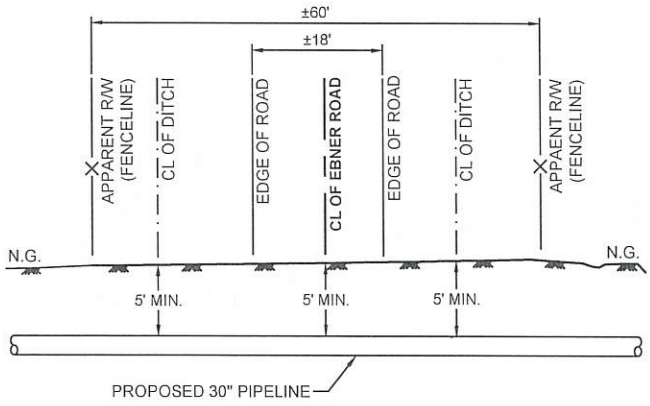
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
INDEX MAP
CROSSING JEFFERSON CO. ROADS
JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 12/20/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			

CONSTRUCTION METHOD

BORE



CROSS-SECTION

NOT TO SCALE

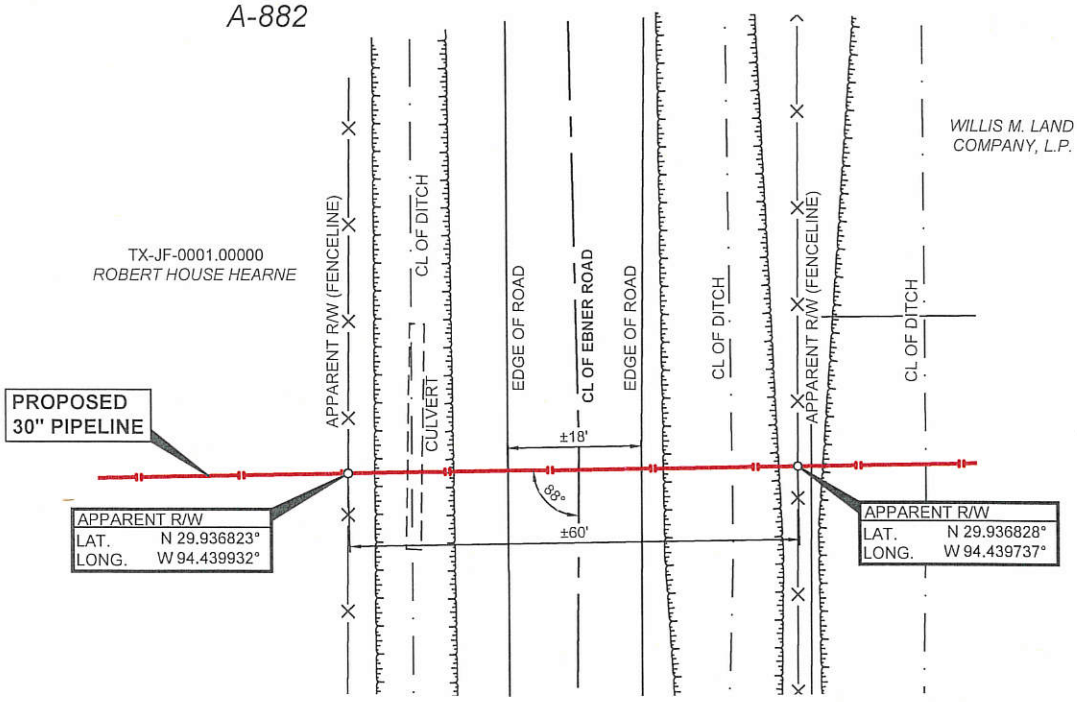
NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT EBNER RD. APPROXIMATELY 0.62 MILES NORTHLY FROM ITS JUNCTION WITH WILLIS ROAD.

C.T. & M.C. R.R. CO. A-882

WILLIS M. LAND COMPANY, L.P.

TX-JF-0001.00000
ROBERT HOUSE HEARNE



FOR THE EXCLUSIVE USE OF
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PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No.6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 20'

20' 0 10' 20'

SHEET 4 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0001.00010
CROSSING EBNER ROAD
C.T. & M.C. R.R. CO. SURVEY, A-882, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 10/23/2018	REVISED BY: JTL
DATE: 10/23/2018	No.	DATE:	REVISED BY:
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CONSTRUCTION METHOD

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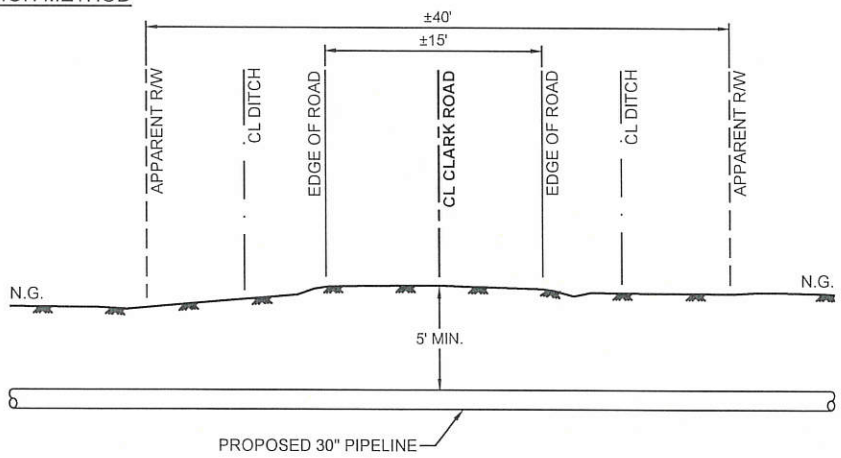
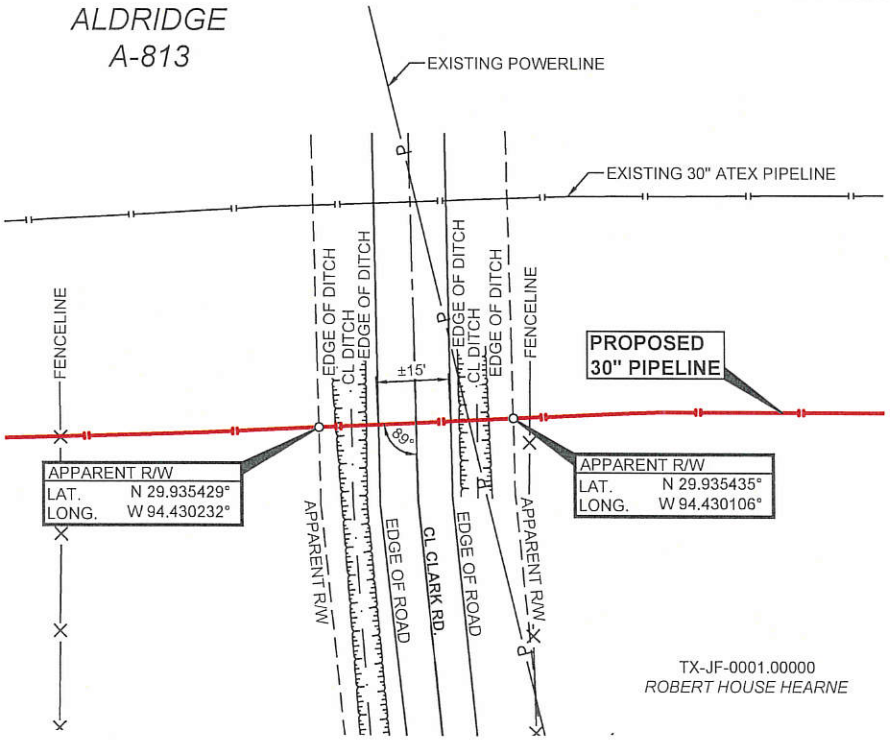


CROSS-SECTION

NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT CLARK RD. APPROXIMATELY 0.53 MILES NORTHLY FROM ITS JUNCTION WITH WILLIS ROAD.

W.H. ALDRIDGE A-813



TX-JF-0001.00000
ROBERT HOUSE HEARNE

FOR THE EXCLUSIVE USE OF
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Land Surveyor, do hereby state this plat is true
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Rex R. Jones
Registered Professional Land Surveyor
Registration No.6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 30'

30' 0 15' 30'

SHEET 5 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0002.00010
CROSSING CLARK ROAD
W.H. ALDRIDGE SURVEY, A-813, JEFFERSON COUNTY, TEXAS

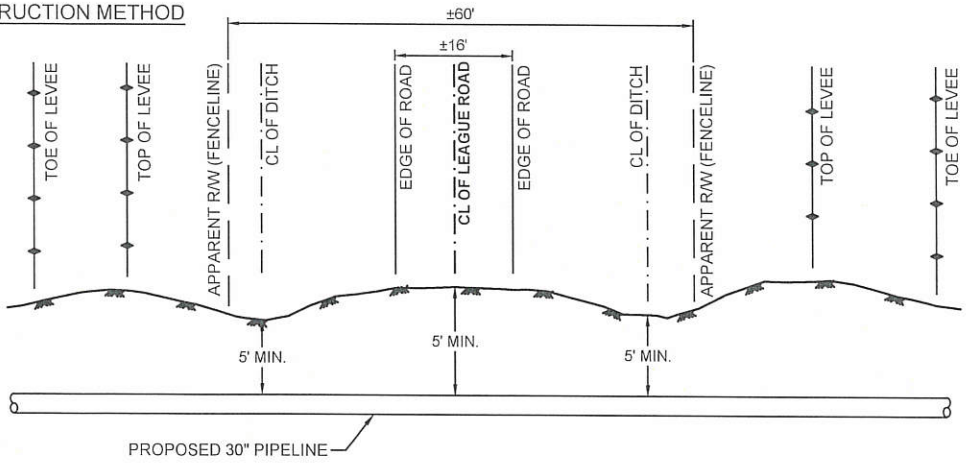
FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/15/2019	REVISED BY: JTL
DATE: 10/23/2018	No.	DATE:	REVISED BY:

FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\READY FOR DRAFTING\TX-JF-0002.00010_CLARK ROAD.dwg

CONSTRUCTION METHOD

BORE

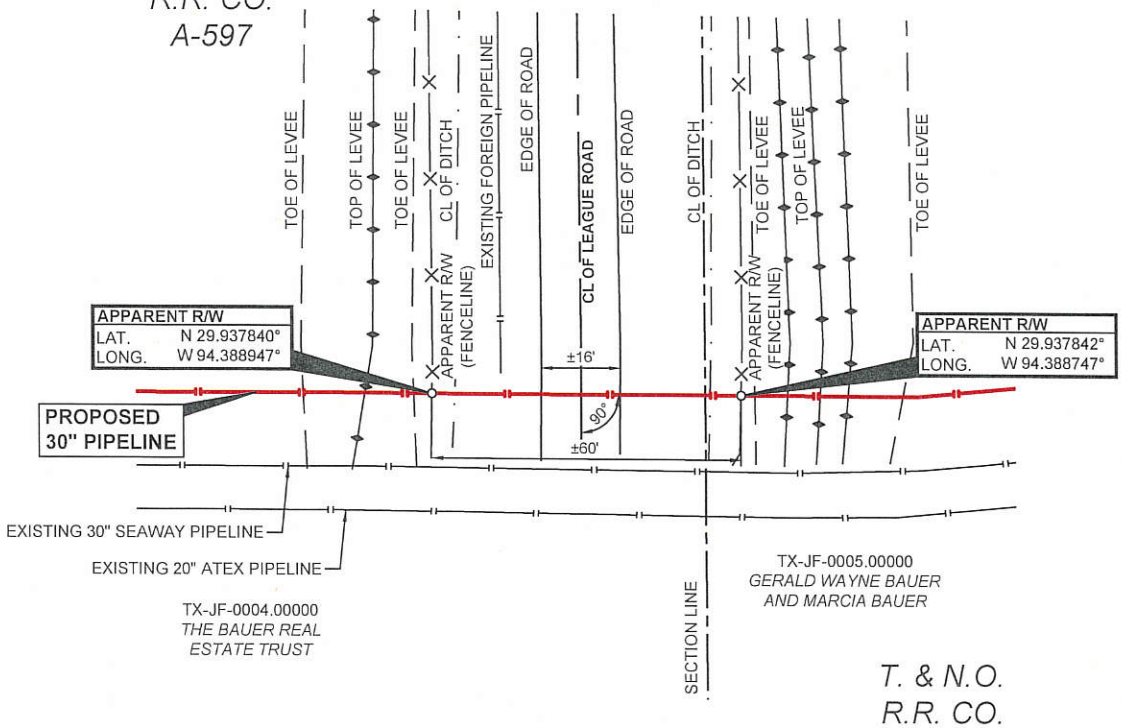


CROSS-SECTION

NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT LEAGUE RD. APPROXIMATELY 0.66 MILES NORTHLY FROM ITS JUNCTION WITH WILLIS ROAD.

T. & N.O. R.R. CO. A-597



T. & N.O. R.R. CO. A-210

FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No.6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 30'

30' 0 15' 30'

SHEET 6 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0004.00011
CROSSING LEAGUE ROAD
T. & N.O. R.R. CO. SURVEY, A-597, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 11/08/2018	REVISED BY: JTL
DATE: 10/30/2018	No.	DATE:	REVISED BY:
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CONSTRUCTION METHOD
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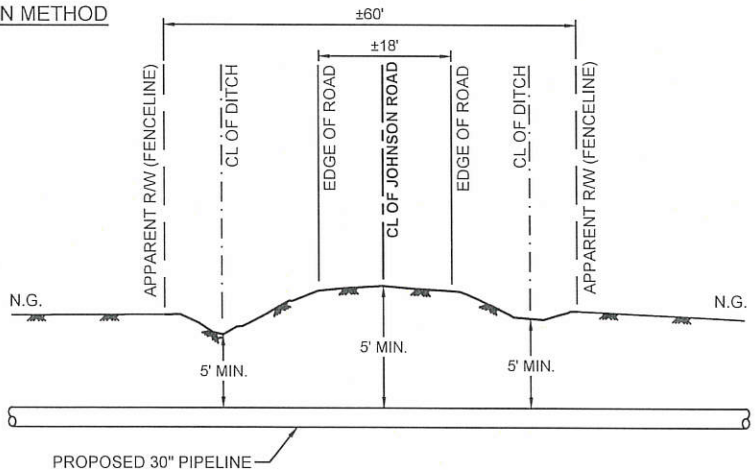
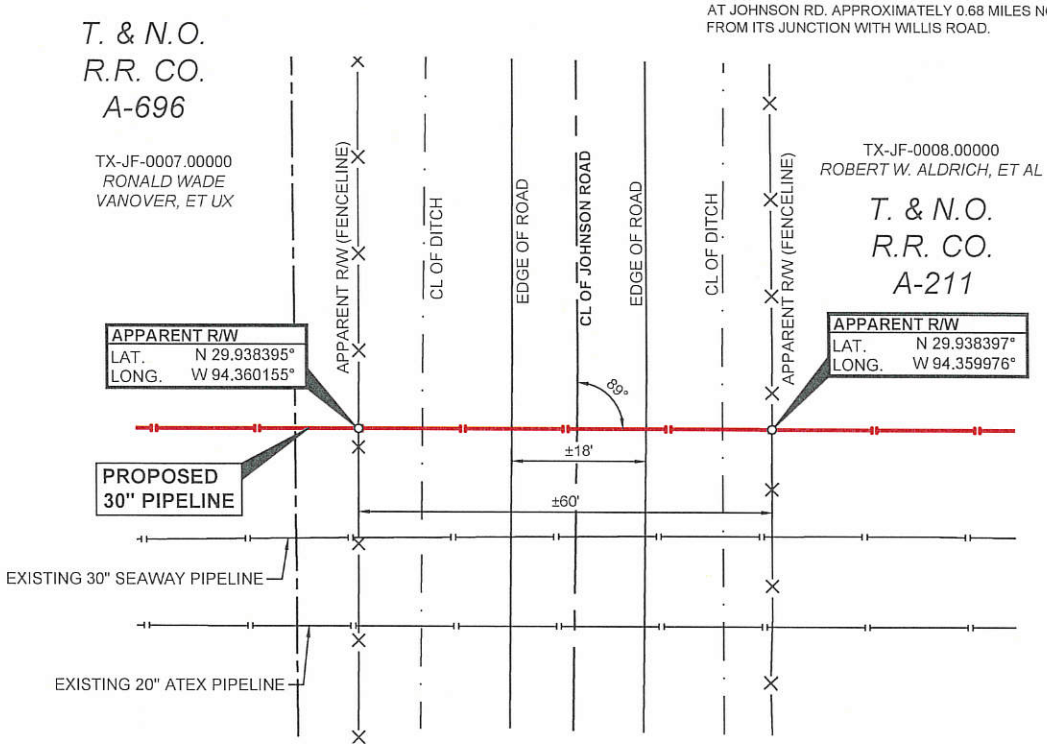


CROSS-SECTION
NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT JOHNSON RD. APPROXIMATELY 0.68 MILES NORTHLY FROM ITS JUNCTION WITH WILLIS ROAD.



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Rex R. Jones
Registered Professional Land Surveyor
Registration No.6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 20'
20' 0 10' 20'

SHEET 7 OF 19

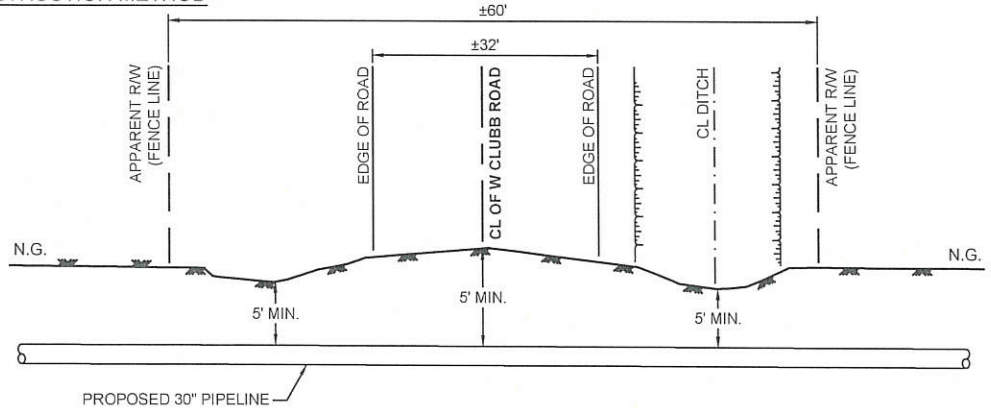
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0008.00010
CROSSING JOHNSON ROAD
T. & N.O. R.R. CO. SURVEY, A-211, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 11/08/2018	REVISED BY: JTL
DATE: 10/31/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0008.00010-JOHNSON ROAD.dwg			

CONSTRUCTION METHOD

BORE

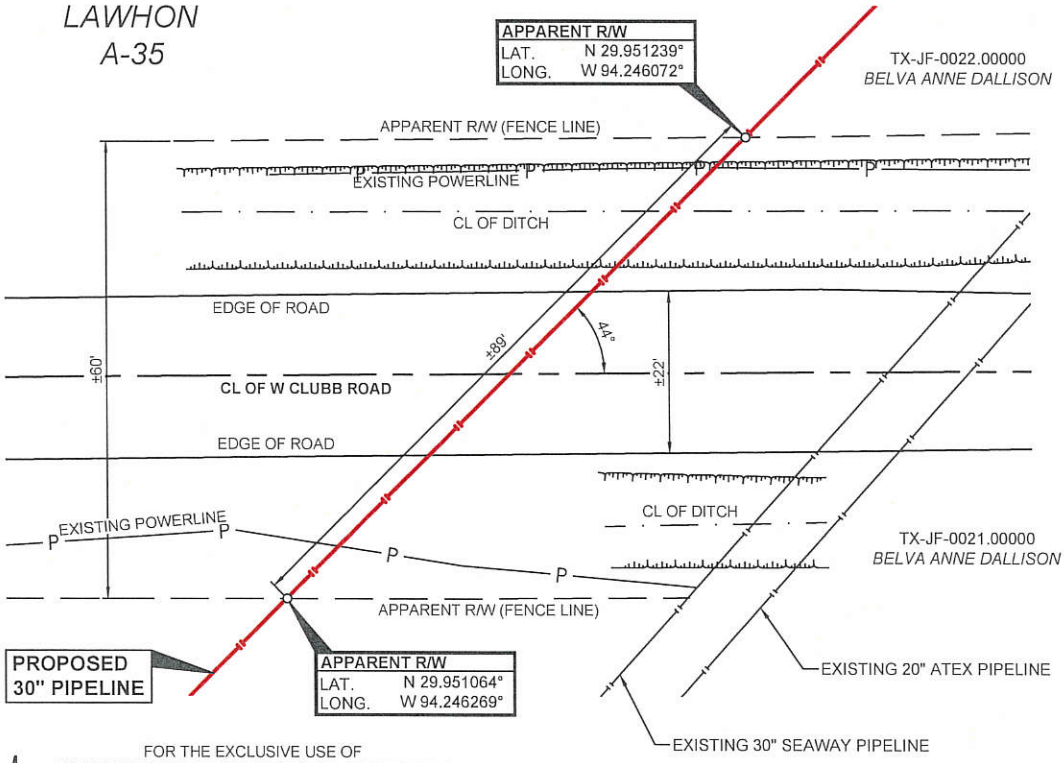


CROSS-SECTION

NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT W CLUBB ROAD APPROXIMATELY 1.02 MILES SOUTHWESTERLY FROM ITS JUNCTION WITH BOYT ROAD.

JOHN C. LAWHON A-35



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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 20'

20' 0 10' 20'

SHEET 8 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0021.00010
CROSSING W CLUBB ROAD
JOHN C. LAWHON SURVEY, A-35, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 11/16/2018	REVISED BY: SJF
DATE: 11/16/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0021.00010- W CLUBB ROAD.dwg			

CONSTRUCTION METHOD

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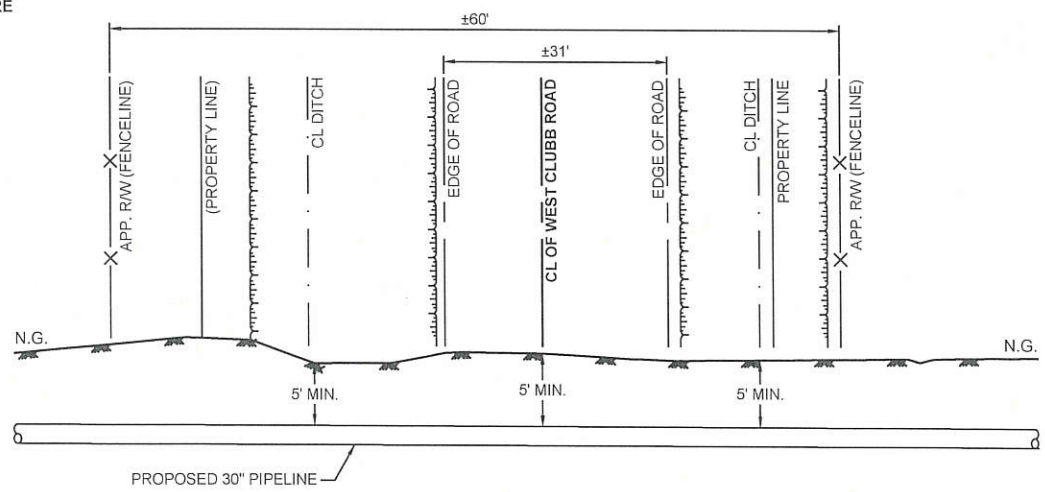
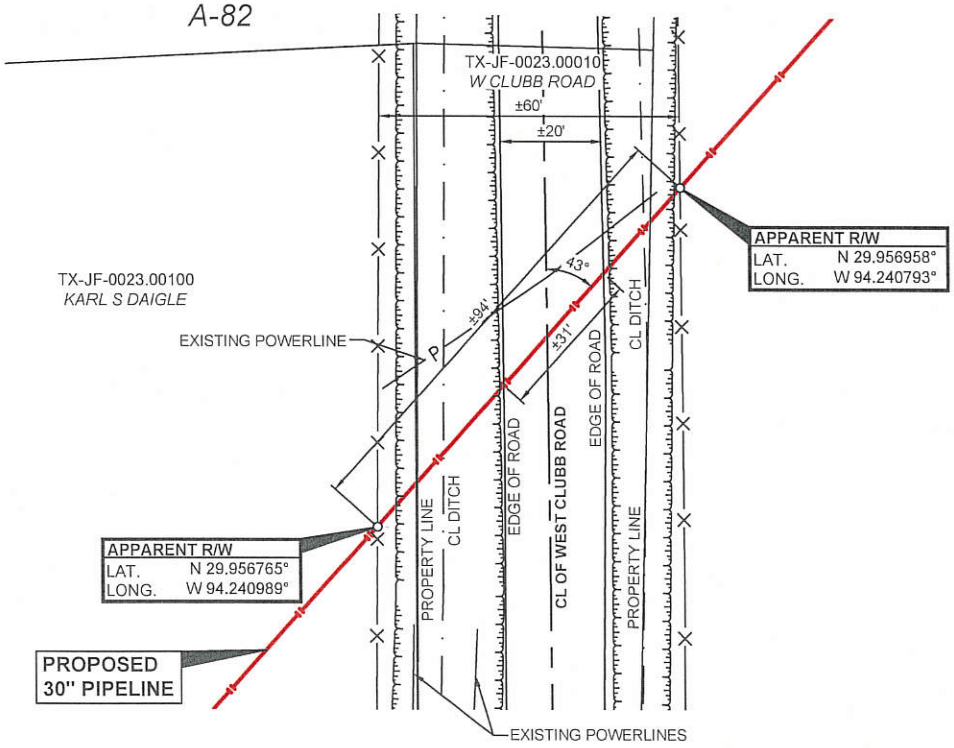


CROSS-SECTION

NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT WEST CLUBB ROAD APPROXIMATELY 0.39 MILES SOUTHWESTERLY FROM ITS JUNCTION WITH BOYT ROAD.

B.B.B. & C. R.R. CO. A-82



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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 30'

30' 0 15' 30'

SHEET 9 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0023.00010
CROSSING WEST CLUBB ROAD
B.B.B. & C. R.R. CO. SURVEY, A-82, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 1/4/2019	REVISED BY: JTL
DATE: 11/16/2018	No.	DATE:	REVISED BY:
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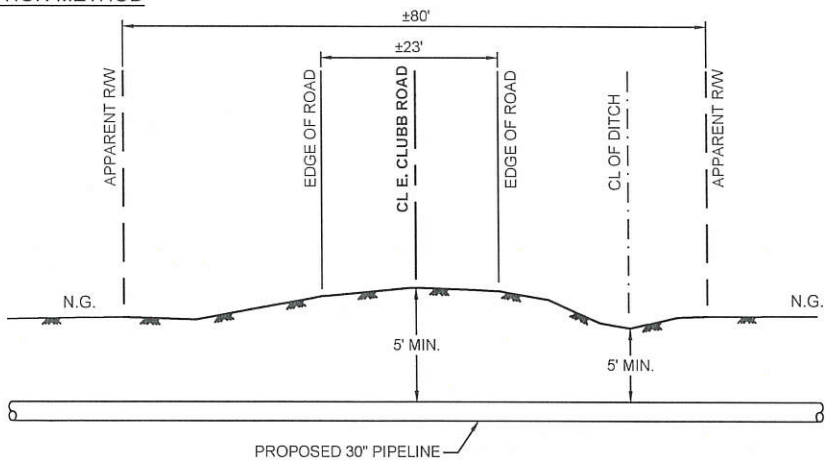
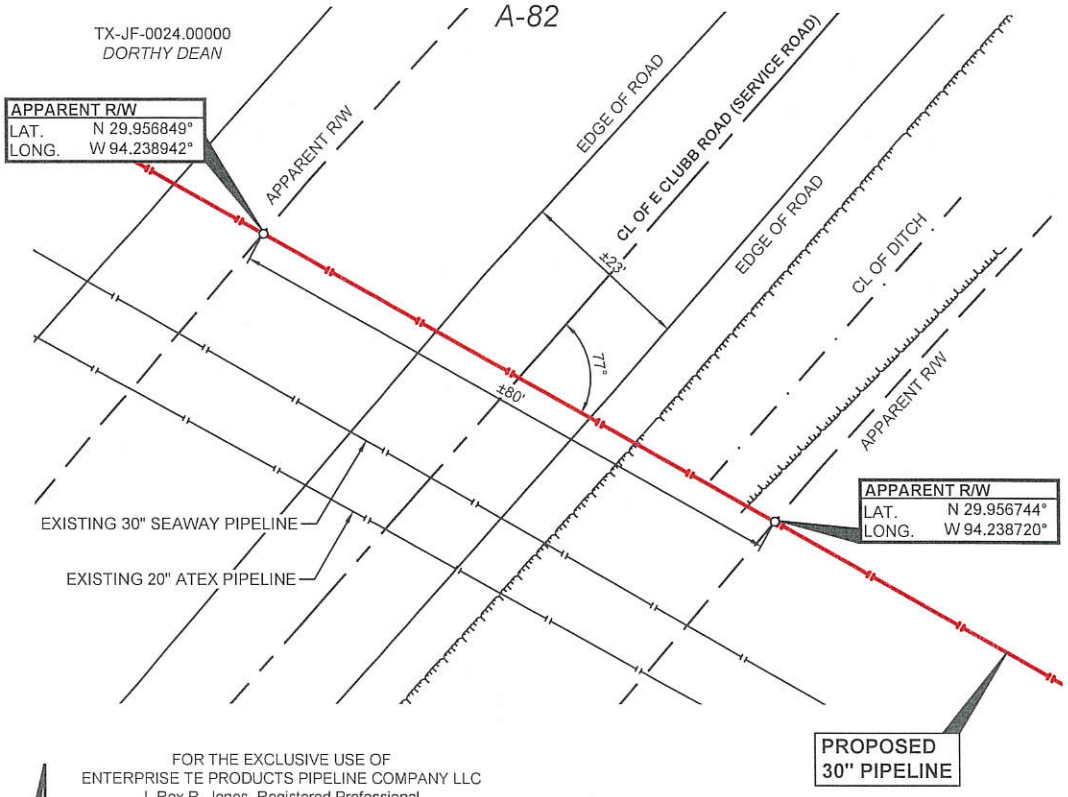


CROSS-SECTION

NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT E CLUBB ROAD. APPROXIMATELY 0.54 MILES SOUTHWESTERLY FROM ITS JUNCTION WITH BOYT ROAD.



FOR THE EXCLUSIVE USE OF
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PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 20'

20' 0 10' 20'

SHEET 10 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0024.00011- E CLUBB ROAD
CROSSING E CLUBB ROAD (SERVICE ROAD)
B.B.B. & C. R.R. CO. SURVEY, A-82, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
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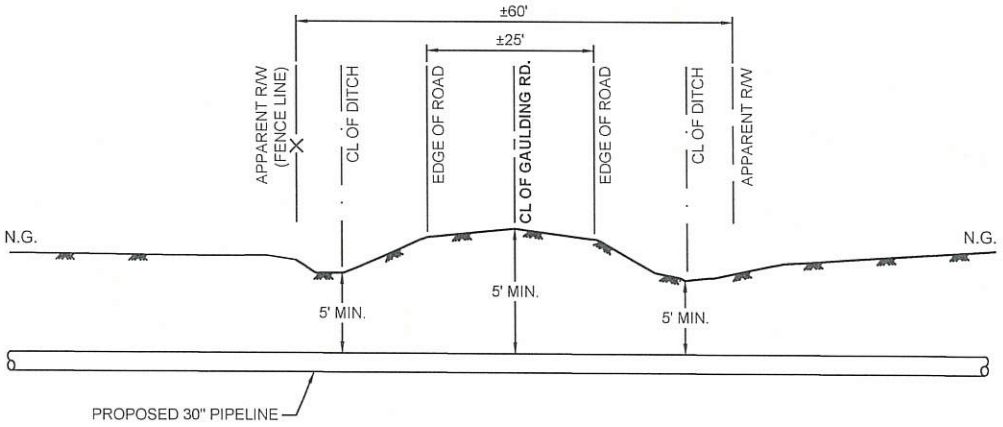
CONSTRUCTION METHOD

BORE

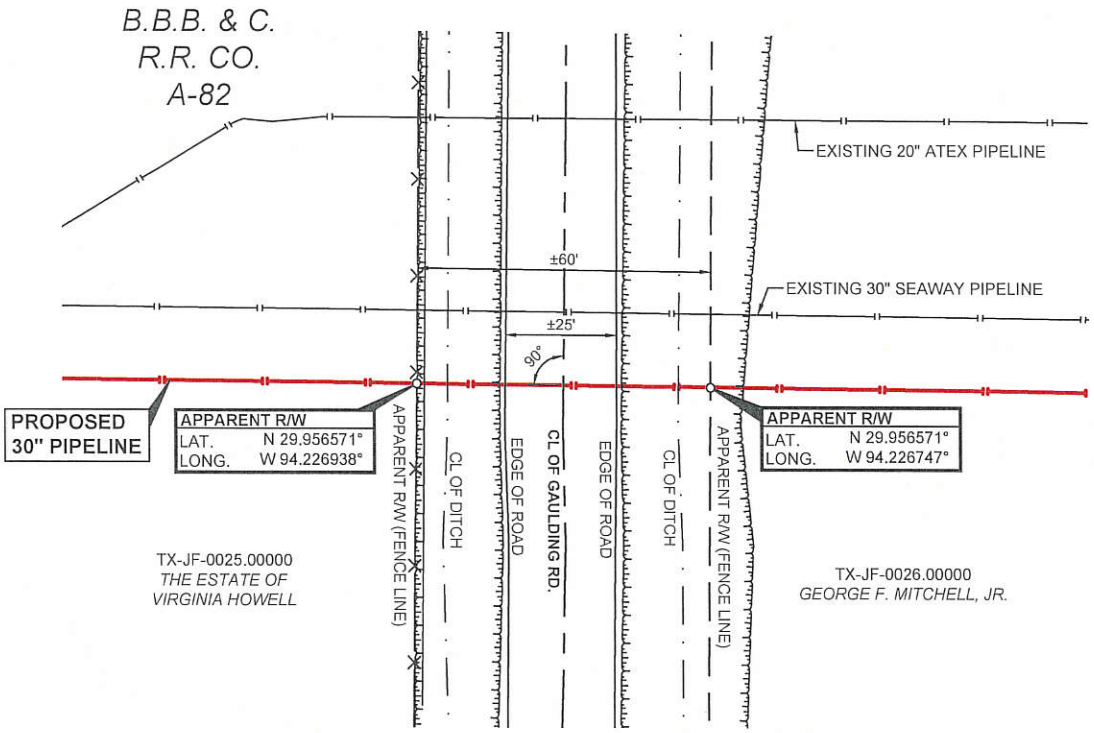


CROSS-SECTION

NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT GAULDING RD. APPROXIMATELY 0.16 MILES SOUTHERLY FROM ITS JUNCTION WITH TX HWY. 124.



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ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

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Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 30'

30' 0 15' 30'

SHEET 11 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0025.00010
CROSSING GAULDING ROAD
B.B.B. & C. R.R. CO. SURVEY, A-82, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 12/19/2018	REVISED BY: JTL
DATE: 12/19/2018	No.	DATE:	REVISED BY:

FILENAME: T:\2018\2186311\DWG\CROSSING_FILES\READY FOR DRAFTING\TX-JF-0025.00010- GAULDING ROAD.dwg

CONSTRUCTION METHOD
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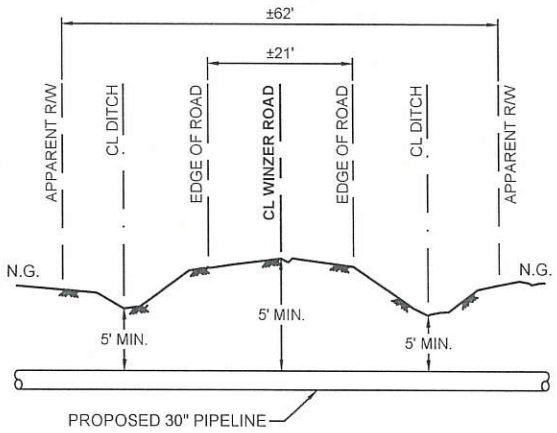
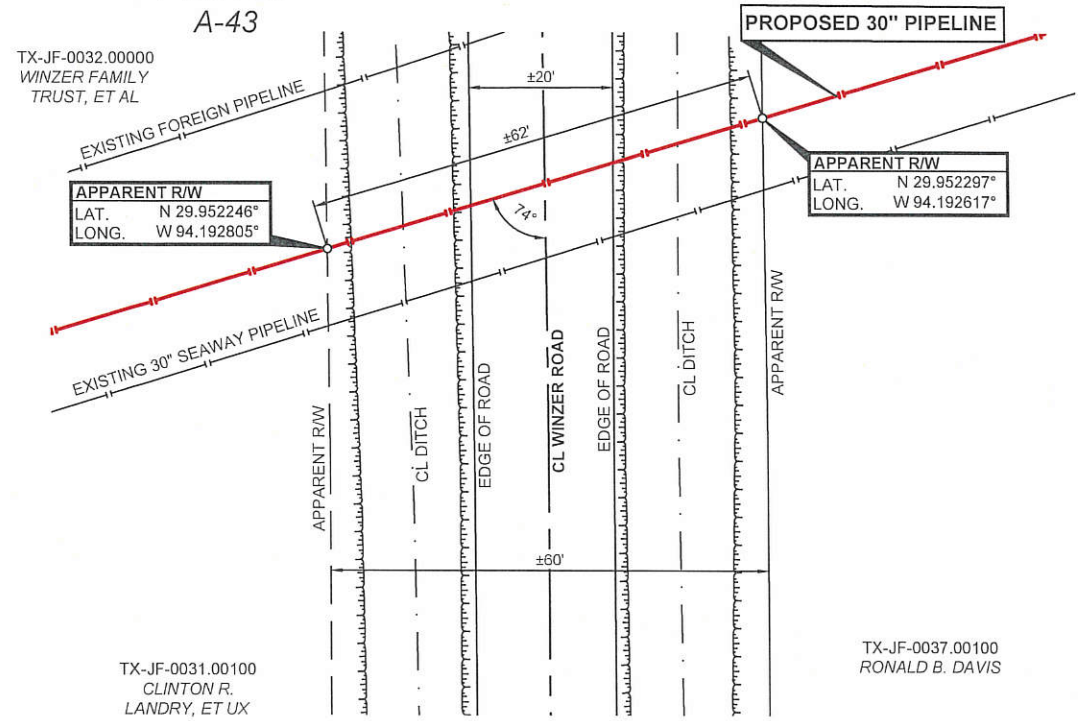


CROSS-SECTION
NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT WINZER RD. APPROXIMATELY 0.09 MILES SOUTHERLY FROM ITS JUNCTION WITH PEGGY ANN LANE.

MICHAEL PIVETOT A-43



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 20'
20' 0 10' 20'

SHEET 12 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0032.00010
CROSSING WINZER ROAD
MICHAEL PIVETOT SURVEY, A-43, JEFFERSON COUNTY, TEXAS

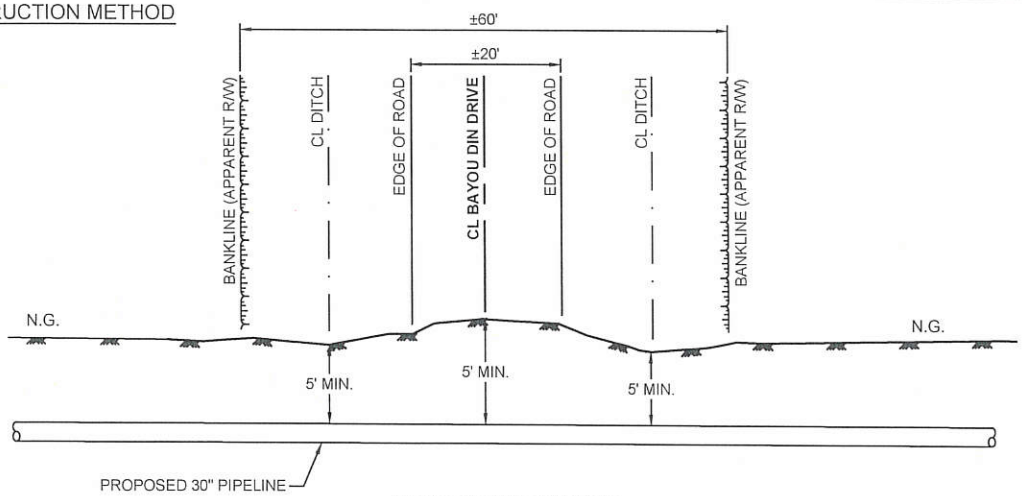
FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 10/09/2018	REVISED BY: TPD
DATE: 10/09/2018	No.	DATE:	REVISED BY:

FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0032.00010-WINZER RD.dwg

CONSTRUCTION METHOD

BORE

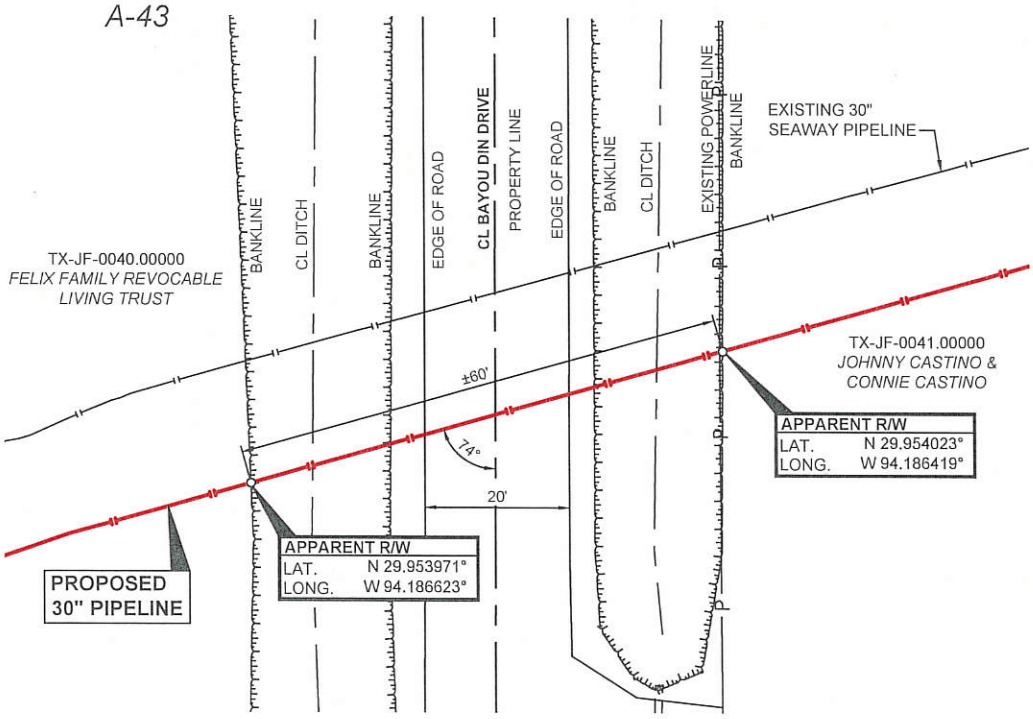


CROSS-SECTION

NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT BAYOU DIN DRIVE APPROXIMATELY 0.41 MILES SOUTH FROM ITS JUNCTION WITH BLEWETT ROAD.

MICHAEL PIVETOT A-43



NAD 83 (2011) UTM ZONE 15

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Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

Scale: 1" = 20'

20' 0 10' 20'

SHEET 13 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0040.00010
CROSSING BAYOU DIN DRIVE
MICHAEL PIVETOT SURVEY, A-43, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
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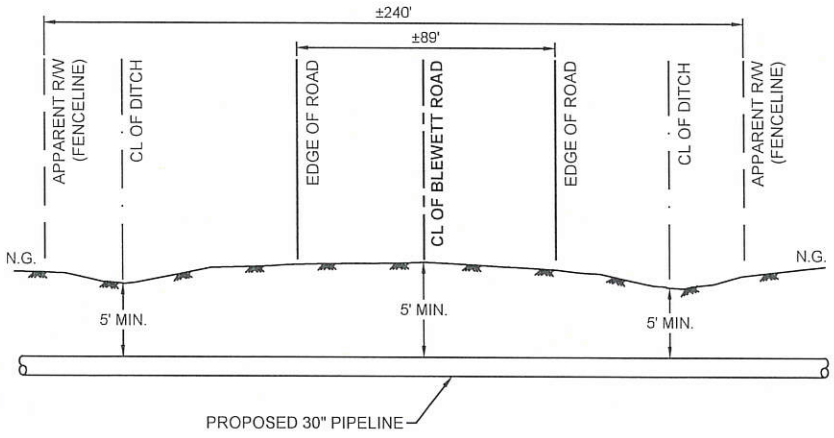
PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 12/20/2018	REVISED BY: TPD
DATE: 12/20/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\READY FOR DRAFTING\TX-JF-0040.00010- BAYOU DIN DRIVE.dwg			

CONSTRUCTION METHOD

HDD

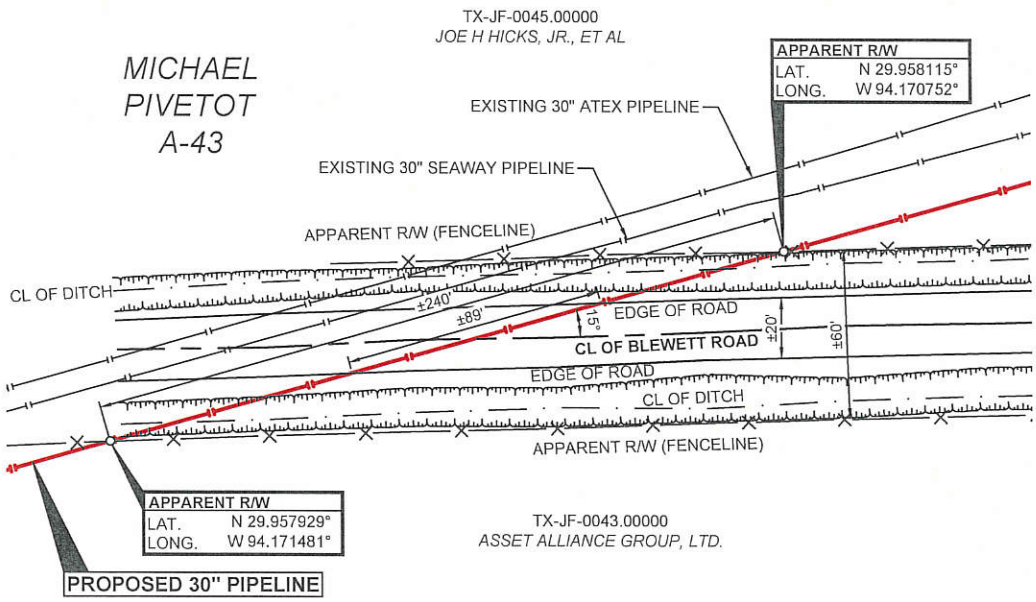


CROSS-SECTION

NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT BLEWETT ROAD. APPROXIMATELY 0.39 MILES WESTERLY FROM ITS JUNCTION WITH LABELLE ROAD.



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

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PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 50'

50' 0 25' 50'

SHEET 14 OF 19

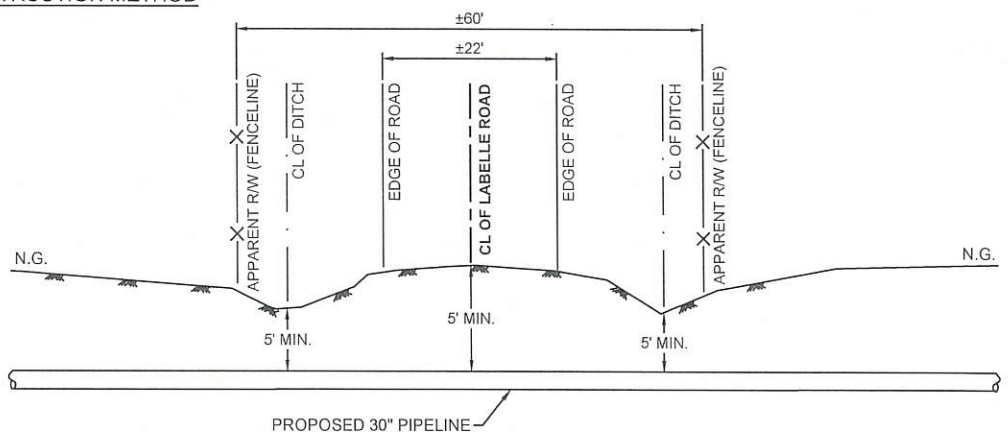
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0043.00010
CROSSING BLEWETT ROAD
MICHAEL PIVETOT SURVEY, A-43, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 10/16/2018	REVISED BY: JTL
DATE: 10/16/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0043.00010-BLEWETT ROAD.dwg			

CONSTRUCTION METHOD

HDD



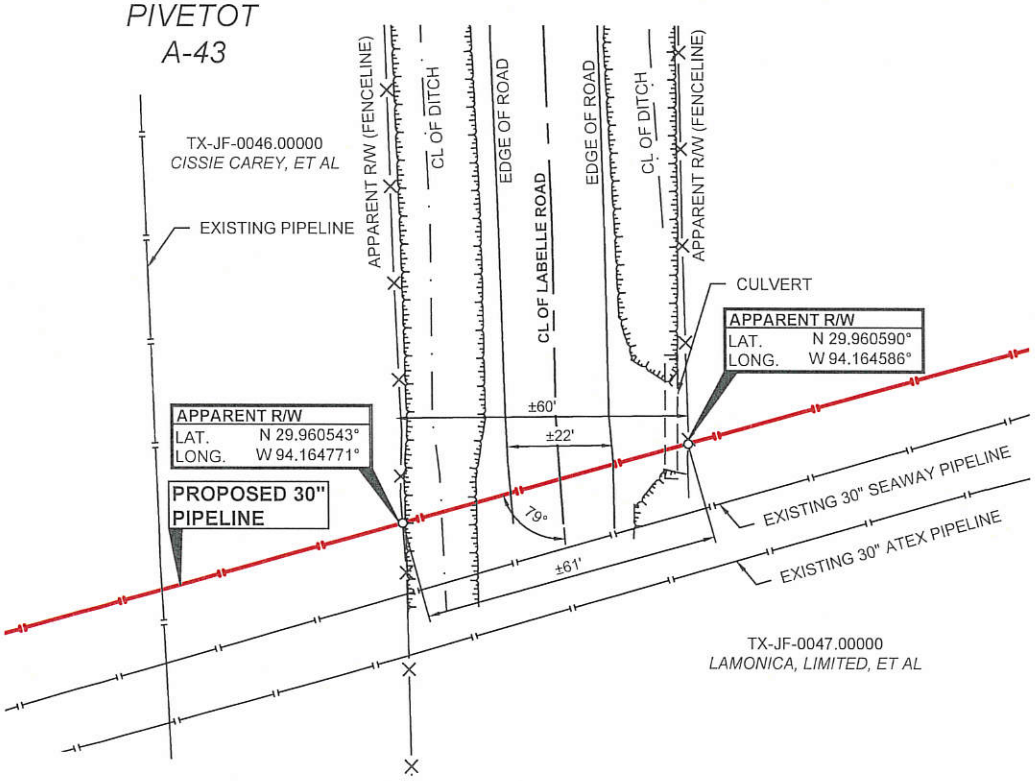
CROSS-SECTION

NOT TO SCALE

NOTE:

THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT LABELLE RD. APPROXIMATELY 0.16 MILES EASTERLY FROM ITS JUNCTION WITH BLEWETT ROAD.

MICHAEL PIVETOT A-43



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

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PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 30'

30' 0 15' 30'

SHEET 15 OF 19

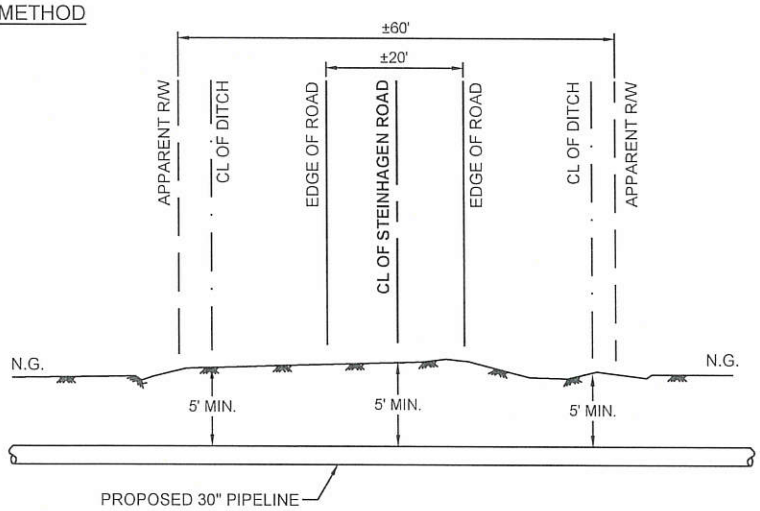
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0046.00010
CROSSING LABELLE ROAD
MICHAEL PIVETOT SURVEY, A-43, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 10/17/2018	REVISED BY: JTL
DATE: 10/17/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0046.00010-LABELLE ROAD.dwg			

CONSTRUCTION METHOD

BORE



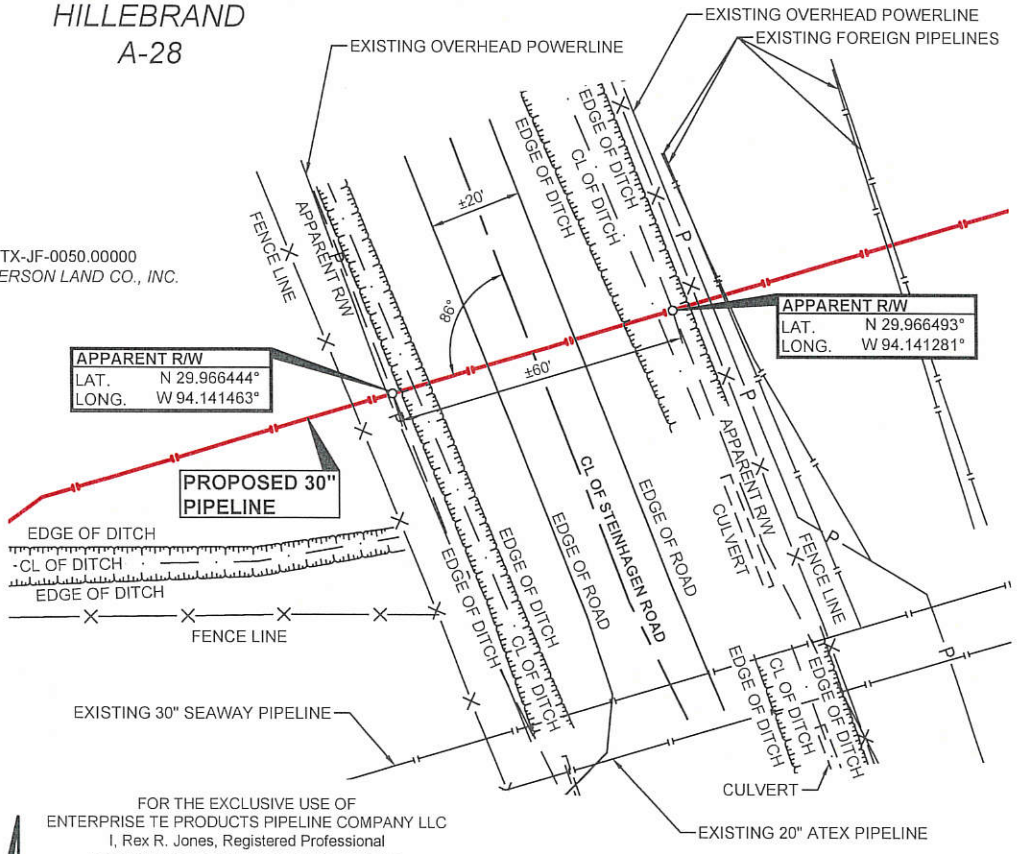
CROSS-SECTION

NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT STEINHAGEN RD. APPROXIMATELY 1.71 MILES EASTERLY FROM ITS JUNCTION WITH LABELLE ROAD.

CHRISTIAN HILLEBRAND A-28

TX-JF-0050.00000
JEFFERSON LAND CO., INC.



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No.6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 30'

30' 0 15' 30'

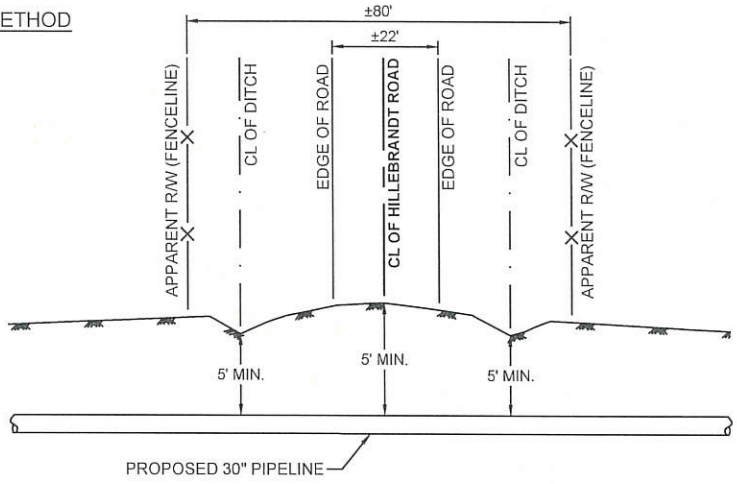
SHEET 16 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0050.00010
CROSSING STEINHAGEN ROAD
CHRISTIAN HILLEBRAND SURVEY, A-28, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 11/12/2018	REVISED BY: SJF
DATE: 10/27/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0050.00010-STEINHAGEN ROAD.dwg			

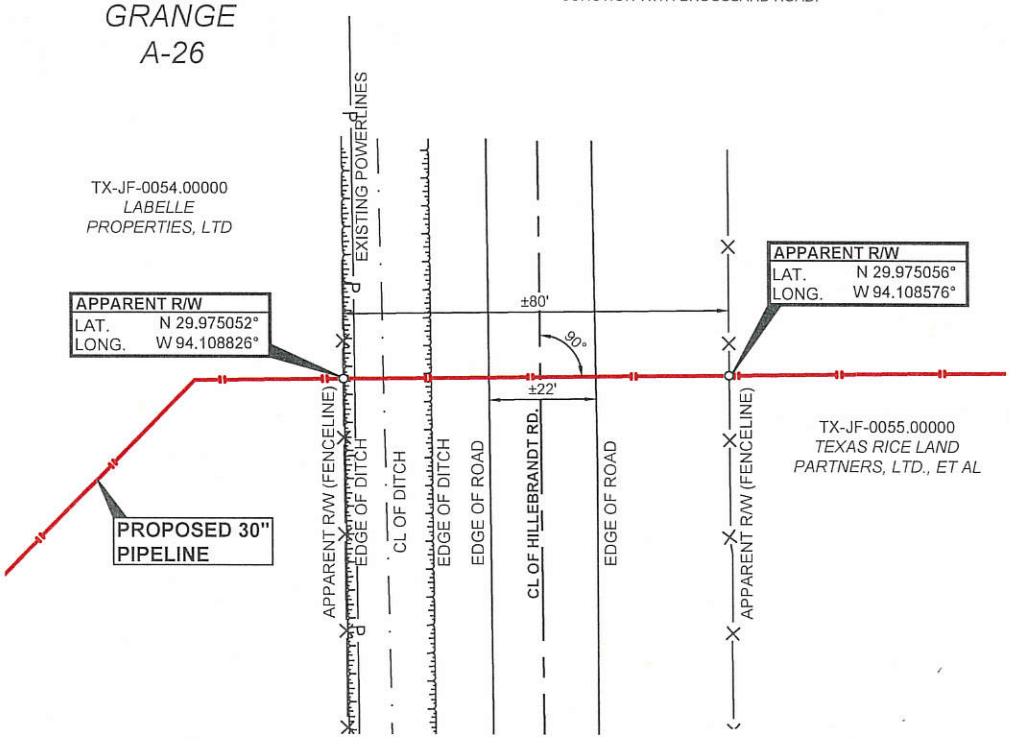
CONSTRUCTION METHOD
BORE



CROSS-SECTION
NOT TO SCALE

NOTE:
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT HILLEBRANDT RD. APPROXIMATELY 0.10 MILES EASTERLY FROM ITS JUNCTION WITH BROUSSARD ROAD.

MARCELO GRANGE A-26



FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional Land Surveyor, do hereby state this plat is true and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No.6024

NAD 83 (2011) UTM ZONE 15

Scale: 1" = 30'
30' 0 15' 30'

SHEET 17 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
TX-JF-0054.00010
CROSSING HILLEBRANDT ROAD
MARCELO GRANGE SURVEY, A-26, JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 10/29/2018	REVISED BY: JTL
DATE: 10/29/2018	No.	DATE:	REVISED BY:

FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\ROAD\JEFFERSON CO\TX-JF-0054.00010-HILLEBRANDT RD.dwg

PROPOSED 30" PIPELINE
BORE DESIGN DATA INSTALLATION

1.0 GENERAL INFORMATION
- 1.1 APPLICANT/OWNER: ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
- 1.2 PIPELINE NAME: MONT BELVIEU TO BEAUMONT
- 1.3 PRODUCT: ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR **2019**

2.0 PIPELINE DESIGN DATA
- 2.1 DESIGN CODES: THE DEPARTMENT OF ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME API 1102, "STEEL PIPELINE CROSSING RAILROADS AND HIGHWAYS"
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 1850 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION
- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD
- 4.1 PIPELINE WILL BE INSTALLED BY BORE.

5.0 BORE PIPE
- 5.1 OUTSIDE DIAMETER: 30"
- 5.2 WALL THICKNESS: 0.635"
- 5.3 PIPE SPECIFICATION: API-5L
- 5.4 GRADE: X70 (70,000 PSI)
- 5.5 MATERIAL: CARBON STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW OR SAW
- 5.7 EXTERIOR COATING: 14 - 16 MILS FUSION BONDED EPOXY (FBE) & 30-40 MILS ARO

FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
I, Rex R. Jones, Registered Professional
Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

PRELIMINARY

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

SHEET 18 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
DESIGN DATA
COUNTY ROADS
JEFFERSON COUNTY, TEXAS

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Sq. Lafayette, LA 70508
Ph. 337-237-2200 Fax. 337-232-3299
www.fenstermaker.com
Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 10/19/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\21883111\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			

PROPOSED 30" PIPELINE
HDD DESIGN DATA INSTALLATION

1.0 GENERAL INFORMATION
- 1.1 APPLICANT/OWNER: ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
- 1.2 PIPELINE NAME: MONT BELVIEU TO BEAUMONT
- 1.3 PRODUCT: ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR **2019**

2.0 PIPELINE DESIGN DATA
- 2.1 DESIGN CODES: THE DEPARTMENT OF ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME API 1102, "STEEL PIPELINE CROSSING RAILROADS AND HIGHWAYS"
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 1850 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.50

3.0 CATHODIC PROTECTION
- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD
- 4.1 PIPELINE WILL BE INSTALLED BY HDD.

5.0 HDD PIPE
- 5.1 OUTSIDE DIAMETER: 30"
- 5.2 WALL THICKNESS: 0.635"
- 5.3 PIPE SPECIFICATION: API-5L
- 5.4 GRADE: X70 (70,000 PSI)
- 5.5 MATERIAL: CARBON STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW OR SAW
- 5.7 EXTERIOR COATING: 14 - 16 MILS FUSION BONDED EPOXY (FBE) & 30-40 MILS ARO

FOR THE EXCLUSIVE USE OF
ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
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Land Surveyor, do hereby state this plat is true
and correct to the best of my knowledge.

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Rex R. Jones
Registered Professional Land Surveyor
Registration No. 6024

SHEET 19 OF 19

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
MONT BELVIEU TO BEAUMONT
PROPOSED 30" PIPELINE
DESIGN DATA
COUNTY ROADS
JEFFERSON COUNTY, TEXAS

FENSTERMAKER
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Texas Firm No. 10028500

PROJ. MGR.: LJB	REVISIONS		
CHIEF INSP.:	No. 0	DATE: 01/14/2019	REVISED BY: JTL
DATE: 10/19/2018	No.	DATE:	REVISED BY:
FILENAME: T:\2018\2188311\DWG\CROSSING_FILES\COVER SHEETS\JEFFERSON COUNTY ROADS.DWG			

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, July 23, 2020 8:32 AM
To: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); ggross@co.jefferson.tx.us; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); 'stacey@soutex.net'; 'Mike Trahan' (mtrahan@co.jefferson.tx.us)
Subject: Minor Plat of Tracts 1-A & 1-B Nicholson Place
Attachments: Minor Plat of Tracts 1-A & 1-B Nicholson Place_Corrected_Comm Court.pdf

Commissioner Weaver,

Please disregard the previous email that I sent you, the prior Minor Plat had to be corrected. This is the corrected plat.

Attached is a PDF of a Minor Plat of Tracts 1-A & 1-B 2.555 Acres Of Land, Replat of all of Tracts 1, A, & B Nicholson Place, Jefferson County, Texas. Property is located off of Dugat Road and Blanco Road (A Private Road) in Precinct #2. This plat has met the Jefferson County platting requirements.

I will be placing this plat on the Agenda for Tuesday, August 4th, 2020
If you have any questions please contact either Steve or myself.

Pepe Dominguez

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

Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I PAUL R. NICHOLSON AND TIFFANY L. NICHOLSON, OWNER OF 2.554 ACRES OF LAND OUT OF NICHOLSON PLACE, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 9/9/2009, AND RECORDED IN FILE NUMBER 2009034745, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE 2.554 ACRES OF LAND OUT OF NICHOLSON PLACE TO BE KNOWN AS NICHOLSON PLACE, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 21ST DAY OF July, 20 20

OWNER PAUL R. NICHOLSON — OWNER TIFFANY L. NICHOLSON

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAUL R. NICHOLSON & TIFFANY L. NICHOLSON, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21ST DAY OF July, A.D., 2020

STACEY GARZA
Notary ID #131136064
My Commission Expires
May 18, 2021

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES 5/18/2021 (DATE)

Certificate of County Approval, to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20___, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

Certificate of Recording, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, AT ____ O'CLOCK ___M., AND DULY RECORDED ON THE _____ DAY OF _____, 20___, AT ____ O'CLOCK ___M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK _____, PAGE _____

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Certification of Jefferson County Engineering:

I, STEVE STAFFORD, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER

Certification of Surveyor:

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

STATE OF TEXAS · REGISTERED · ANTHONY M. LEGER · 5481 · PROFESSIONAL · LAND SURVEYOR

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE FANNETT SCHOOL DISTRICT.

FEMA flood plain note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480385-0245-C DATED 8/6/2002.

Utility notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: N/A
WATER UTILITY SERVICE WILL BE PROVIDED BY: WJC MUNICIPAL
SEWER UTILITY SERVICE WILL BE PROVIDED BY: N/A
CABLE UTILITY SERVICE WILL BE PROVIDED BY: N/A

Sewage Disposal Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY. SEE OSSF CHART.

Individual Water Supply Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Water Supply Note:
WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM

Pipeline Easement Note:
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):
BENCHMARK: 1/2" STEEL ROD, ELEVATION=13.6'

MINOR PLAT
OF
TRACTS I-A & I-B
2.555 ACRES OF LAND
REPLAT OF ALL OF TRACTS I, A, & B
NICHOLSON PLACE
JEFFERSON COUNTY, TEXAS

TRACT I-A & I-B
2.555 ACRES OF LAND
OUT OF NICHOLSON PLACE
JEFFERSON COUNTY, TEXAS

BEING 2.555 acres of land Replat of all of Tract I-A & B Nicholson Place, recorded in File No. 2009034745, Official Public Records, Jefferson County, Texas, said 2.555 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a point for corner on the common line of a (Called 0.392) acre tract of land described in a deed to Jefferson County Drainage District No. 6, recorded in File No. 2001026480 and a (Called 4.250) acre tract described in a deed to Jefferson County Drainage District No. 6, recorded in File No. 2001012959, Official Public Records, Jefferson County, Texas, said point for corner being the Northwest corner of Tract B of Nicholson Place and Northeast corner of the herein described tract, having a Texas Coordinate of N 13911919.00 E 3471901.46,

THENCE, North 85 deg., 58 min., 16 sec. East, (Called North 89 deg., 22 min., 08 sec., East), on the North line of said Nicholson Place, a distance of 641.95' (Called 641.97') to a ½" steel rod, capped and marked "SOUTEX", set for the Northwest corner of Tract II of Nicholson Place, said point for corner being the Northeast corner of the herein described tract,

THENCE, South 03 deg., 56 min., 53 sec., East, (Called South 00 deg., 37 min., 52 sec. East), on the West line of said Tract II, a distance of 172.47' (Called 171.52') to a ½" steel rod, capped and marked "SOUTEX", set for the Southwest corner of said Tract II on the North line of a (Called 45.443) acre tract of land described in a deed to Scarlett Sanchez and Shawn C. Cobb, recorded in File No. 2017027766, Official Public Records, Jefferson County, Texas, said ½" steel rod being the Southeast corner of the herein described tract, from which a 1 ½" steel pipe, found for the Southeast corner of said Tract II, same being the Southwest corner of a (Called 3.265) acre tract of land described in a deed to David Bivins, recorded in Film Code 102-88-1658, Official Public Records, Jefferson County, Texas, bears North 85 deg., 52 min., 34 sec., East, (Called North 89 deg., 17 min., 55 sec. East), a distance of 598.03',

THENCE, South 85 deg., 52 min., 34 sec., West, (Called South 89 deg., 17 min., 55 sec., West), on the South line of said Nicholson Place, same being the North line of the (Called 45.443) acre tract, a distance of 615.00' to a 3/8" steel rod, found for the Northeast corner of a (Called 0.543) acre tract of land described in a deed to Jefferson County Drainage District No. 6, recorded in File No. 2001025969, Official Public Records, Jefferson County, Texas, said ½" steel rod being the Northwest corner of the (Called 45.443) acre tract and an interior corner of the herein described tract,

THENCE, South 03 deg., 39 min., 35 sec., East, on a portion of the South line of said Nicholson Place and the common line of the (Called 0.543 and 45.443) acre tract, a distance of 40.00' to a point for corner,

THENCE, South 85 deg., 48 min., 41 sec., West, (Called South 89 deg., 17 min., 55 sec., West), crossing the (Called 0.543) acre tract, same being a portion of the South line of said Nicholson Place, a distance of 70.00' to a point for corner on the East right-of-way line of a dedicated road named Dugat Road, said point for corner being the Southwest corner of said Nicholson Place and the Southwest corner of the herein described tract,

THENCE, North 03 deg., 37 min., 08 sec., West, (Called North 00 deg., 10 min., 21 sec., West), on the East right-of-way line of said Dugat Road, same being the West line of said Nicholson Place, a distance of 100.00' to a point for corner

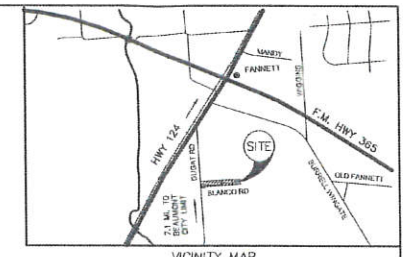
THENCE, North 86 deg., 20 min., 25 sec., East, (Called North 89 deg., 17 min., 55 sec., East), continuing on the West line of said Nicholson Place, a distance of 50.50' to a point for corner;

THENCE, North 03 deg., 37 min., 08 sec., West, (Called North 00 deg., 10 min., 22 sec., West), continuing on the West line said Nicholson Place, a distance of 22.20' (Called 20.66') to point for corner,

THENCE, North 41 deg., 15 min., 32 sec., East, (Called North 44 deg., 35 min., 45 sec., East), continuing on the West line of said Nicholson Place, a distance of 130.48' (Called 130.12') to the POINT OF BEGINNING and containing 2.555 acres of land more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on May 19, 2020

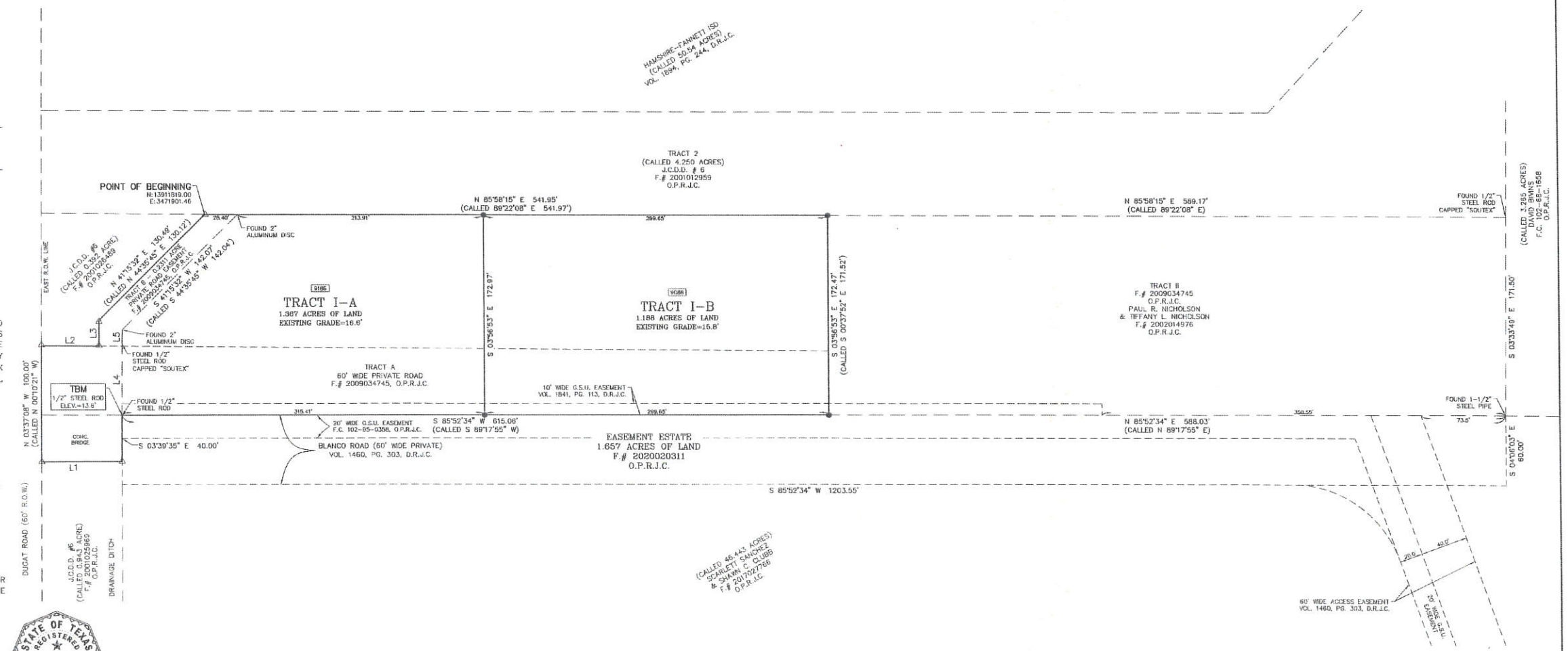
Paul R. Nicholson and Tiffany L. Nicholson
I:\Jobs\20-0319-P



VICINITY MAP
NO SCALE

OSSF TABLE

TYPE OF FACILITY	USAGE RATE GALLONS PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)	USAGE RATE – GALLONS PER DAY (WITH WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)
SINGLE FAMILY (1-2 BEDROOMS) LESS THAN 1500 SQ. FT.	225	8438	180	5143
SINGLE FAMILY (3 BEDROOMS) LESS THAN 2200 SQ. FT.	300	8571	240	6857
SINGLE FAMILY (4 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714	300	8571
SINGLE FAMILY (5 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857	360	10286
SINGLE FAMILY (6 BEDROOMS) LESS THAN 3500 SQ. FT.	525	15000	420	12000



Line Table

LINE #	BEARING	CALLED	DISTANCE	CALLED
L1	S85°48'41"W	S89°17'55"W	70.00'	
L2	N86°20'25"E	N89°17'55"E	50.00'	
L3	N03°37'08"W	N00°10'22"W	22.20'	20.66'
L4	N03°24'57"W		61.26'	
L5	N03°24'57"W	N00°10'21"W	12.25'	12.23'

XXXX = SITE ADDRESS
O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY
● = SET 1/2" STEEL ROD CAPPED "SOUTEX"
△ = POINT FOR CORNER

SURVEYORS NOTES:
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET. N.A. ELEVATIONS SHOWN REFERENCED TO GEOID 12.B.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "X". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC.,DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP. DATED 8/6/2002, PANEL NO. 480385-0245-C.
3. TRACTS A & B OF NICHOLSON PLACE IS TO BE ABANDONED UPON FILING OF THIS PLAT.

JOB NO. 20-0319-P	DRAWN BY: BRC, SR.	SHEET 1 OF 1

SOUTEX SURVEYORS
T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #101238

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

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\\srv1fax\SouteXServer\Data\T SouteXProjects\2020\20-0319 Nicholson\DWG\20-0319-PlatLot.dwg Jul 21, 2020-9:50am Bradley.Creel

July 22, 2020

Re: Finished Elevation Certificate
10035 Jason Court
Beaumont, TX 77705

To Whom It May Concern:

I recently received the finished elevation certificate for my home at 10035 Jason Court in Beaumont, TX. The finished elevation was determined to be 22.8ft above sea level, which falls short of the 23ft requirement listed on the permit. I request a variance to this requirement in order to have power service at the home. This home would not have flooded during Hurricane Harvey or Tropical Storm Imelda, which resulted in record rainfalls for our area. I understand and accept that the structure being built below the base flood elevation will result in a higher cost of flood insurance due to the increased risk.

I would also like to note that multiple homes located around the property have an elevation requirement of 22ft, and a variance was granted for 10025 Jason Court for its elevation of 21.8ft.

Sincerely,

Shane Neil

Out of State Travel
Berla iVe Training, August 24-28, 2020, Annapolis, Maryland

1. *Is the trip budgeted? If not, how is the trip to be funded?*

   Yes, the trip has been budgeted for. The entire training, including registration fees and travel costs, will be paid for using grant funds from Grant Number 3810501.

2. *Is the training mandatory or does the training directly impact the employee's assigned job duties?*

   The training is not mandatory, but it will be beneficial for the employees' assigned job duties. Each of the persons attending the training are detectives with the Beaumont Police Department who specialize in or assist with investigations involving commercial sexual exploitation of children. The training will provide these law enforcement officers with additional tools that will benefit these investigations.

3. *Does the benefit appear to be worth the cost?*

   Yes. While the training is costly, there is currently no one at the Beaumont Police Department who is trained in this valuable forensic tool.

4. *Is the training available locally or within Texas at a lower cost?*

   No. There are currently no scheduled trainings within Texas before the end of the grant period (September 30, 2020). This is the only available training before the end of the grant period.

Special, August 04, 2020

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 04, 2020