SPECIAL, 3/30/2021 10:30:00 AM

BE IT REMEMBERED that on March 30, 2021, 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 Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Shauberger

Honorable Theresa Goodness , County Clerk

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

Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Darrell Bush, 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 March 30, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **30th** day of **March 2021** 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:

9:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #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: Darrell Bush, Commissioner, Precinct Two

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

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 21-004/JW) Phase VI: First Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Contract) (TxCDBG No. 7218240)

SEE ATTACHMENTS ON PAGES 15 - 349

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

2. Consider and approve specifications for Invitation for Bid (IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office. Funding is provided by the Port Security Grant 2020.

SEE ATTACHMENTS ON PAGES 350 - 401

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

3. Consider and approve specifications for Invitation for Bid (IFB 21-021/JW) Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office. Funding is provided by the Port Security Grant 2020.

SEE ATTACHMENTS ON PAGES 402 - 458

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

4. Consider and approve specifications for Invitation for Bid (IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport. Funding is provided by the CARES ACT GRANT.

SEE ATTACHMENTS ON PAGES 459 - 516

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

5. Consider and approve Addendum No. 1 for Request for Proposal (RFP 21-007/DC), Jefferson County Bank Depository Contract. This addendum will correct the due date and time to 11:00 am CT, Wednesday, May 5, 2021.

SEE ATTACHMENTS ON PAGES 517 - 517

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

6. Consider and approve Addendum No. 1 for Request for Proposal (RFP 21-017/DC), Jefferson County District and County Clerk's Trust Funds Depository Contract. This addendum will correct the due date and time to 11:00 am CT, Wednesday, May 5, 2021.

SEE ATTACHMENTS ON PAGES 518 - 518

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

7. Consider and approve removal of a 2000 Chevrolet Pickup Truck VIN 1GCEC19V1YZ367711 from Road & Bridge Pct. 3 and to be transport to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 519 - 521

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

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

SEE ATTACHMENTS ON PAGES 522 - 523

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

136TH DISTRICT COURT:

9. Consider and possibly approve a Resolution recognizing Cayla Calamia for 29 years and 6 months of dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SEE ATTACHMENTS ON PAGES 524 - 524

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

COUNTY AUDITOR:

10. Consider and approve budget transfer – MIS – purchase of KnowBe4 annual software license fee.

120-1025-415-6053	COMPUTER SOFTWARE	$17,820.00	
120-1025-415-5062	TRAVEL EXPENSE		$7,000.00
120-1025-415-6002	COMPUTER EQUIPMENT		$10,820.00

SEE ATTACHMENTS ON PAGES 525 - 526

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

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

114-0405-431-4018	ROAD MACHINERY	$10,000.00	
114-0402-431-3079	CRUSHED STONE		$10,000.00

SEE ATTACHMENTS ON PAGES 527 - 527

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

12. Consider and approve budget transfer – 317th District Court – purchase of two laptops.

120-2039-412-6002	COMPUTER EQUIPMENT	$2,288.00	

120-2039-412-5062	TRAVEL EXPENSE		$2,288.00

SEE ATTACHMENTS ON PAGES 528 - 535

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

13. Receive and file Passenger Facility Charge Audit Report for Public Agencies for the Year Ended September 30, 2020.

SEE ATTACHMENTS ON PAGES 536 - 547

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

14. Receive and file Single Audit for Jefferson County, Texas for the Fiscal Year Ended September 30, 2020.

SEE ATTACHMENTS ON PAGES 548 - 563

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

15. Receive and file Financial & Operating Statements – County Funds Only for the Month Ending February 28, 2021.

SEE ATTACHMENTS ON PAGES 564 - 578

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

16. Regular County Bills – check #480933 through check #481170.

SEE ATTACHMENTS ON PAGES 579 - 588

Motion by: Commissioner Alfred
Second by: Commissioner Pierce
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
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 589 - 589

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

18. Consider and possibly approve a Resolution to renew and extend the Disaster Declaration issued for Hurricane Delta.

SEE ATTACHMENTS ON PAGES 590 - 590

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

19. Consider and possibly approve extending the Disaster Declaration issued for Hurricane Laura.

SEE ATTACHMENTS ON PAGES 591 - 591

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

20. Consider and possibly approve extending the Disaster Declaration issued for Winter Storm.

SEE ATTACHMENTS ON PAGES 592 - 592

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

21. Consider and possibly approve a Resolution recognizing Commissioner Brent A. Weaver for 29 years of dedicated service as a Commissioner of Precinct 2 of Jefferson County and wishes him well in his retirement.

SEE ATTACHMENTS ON PAGES 593 - 594

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

22. Consider, possibly approve, authorize the County Judge to execute, receive and file Antiquities Permit Application with the Texas Historical Commission for installation of video equipment in the Commissioners Courtroom.

SEE ATTACHMENTS ON PAGES 595 - 607

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

23. Consider and possibly approve Resolution for Fair Housing Month.

SEE ATTACHMENTS ON PAGES 608 - 608

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

24. Consider authorizing the erection of signage at the Keith Lake Boat Launch designating it the “Ed Holder Boat Launch.”

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

25. Consider, possibly approve, and authorize the County Judge to execute Right of Entry DACW64-9-21-5739 for Survey and Exploration for the Department of the Army to survey and perform field investigations in relation to the Sabine Pass to Galveston Bay Coastal Storm Management Project.

SEE ATTACHMENTS ON PAGES 609 - 616

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

26. Receive and file executed Memorandum of Understanding between Jefferson County and Lamar State College Port Arthur regarding Workforce and Continuing Education.

SEE ATTACHMENTS ON PAGES 617 - 620

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

COUNTY TAX ASSESSOR-COLLECTOR:

27. Consider and possibly approve a Resolution recognizing Debbie Pletcher for her 26 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 621 - 621

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

ENGINEERING:

28. Execute, receive and file 05-U-21 Utility Permit to Trinity Bay Conservation District to install a 6" PVC water distribution line within Jefferson County's public road right-of-way (ROW). This project is located in Precinct No. 3 along Shellhammer Road.

SEE ATTACHMENTS ON PAGES 622 - 637

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

29. Execute, receive and file acceptance into the County Road System the following roads out of the final plat of the Cove at Taylor Landing located in Precinct No.3: · Grace Circle – 1,658' (0.31 miles) 6" concrete paved w/curb, gutter and drainage system; · Alice Lane – 927' (0.18 miles) 6" concrete paved w/curb, gutter and drainage system; · Elizabeth Drive – 1,442' (0.27 miles) 6" concrete paved w/curb, gutter and drainage system; · Elizabeth Drive – 1,110' (0.21 miles) asphalt road with open ditch drainage;

SEE ATTACHMENTS ON PAGES 638 - 640

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

HUMAN RESOURCES:

30. Consider and possibly approve granting extended leave without pay for up to 90 days for Jeffery Gamble, an employee of the Maintenance Department.

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

JUSTICE OF THE PEACE PCT 4:

31. Consider and possibly approve a Resolution recognizing Judge Ray S. Chesson, Justice of the Peace Pct. # 4 for 24 years and 4 months of dedicated service as an Elected Official of Jefferson County and wishes him well in his retirement.

SEE ATTACHMENTS ON PAGES 641 - 641

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

32. Consider and possibly approve the appointment of Travis McCall to be appointed as Justice of the Peace, Precinct No. 4 to fulfill the unexpired term of Judge Ray Chesson who is retiring, pursuant to Sec. 87.042, Texas Local Government Code.

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

33. Administer the Oath of Office and Receive and file the Statement of Officer of Travis McCall as Justice of the Peace, Precinct No. 4 to fulfill the unexpired term of Judge Ray Chesson who is retiring, pursuant to Sec. 87.042, Texas Local Government Code.

Action: TABLED

ADDENDUMS

JUVENILE PROBATION:

34. Receive and File the Jefferson County Juvenile Board's Inspection and Certification of the Juvenile Detention Facilities at the Minnie Rogers Juvenile Justice Center as per Title 3, Texas Family Code, Section 51.12 (c).

SEE ATTACHMENTS ON PAGES 642 - 644

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

NURSE PRACTITIONER:

35. Consider and possibly approve out-of-state travel for Leslie Riggs, RN, FNP-C to travel to Destin, Florida- June 8-11, 2021 for CME conference that provides hours of continuing education required. This is budgeted and is not provided locally.

SEE ATTACHMENTS ON PAGES 645 - 646

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

SHERIFF'S DEPARTMENT:

36. Consider and possibly approve a Resolution recognizing Grace Cook for 13 years and 6 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 647 - 647

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

_____

Jeff R. Branick
County Judge

SPECIFICATIONS AND
CONTRACT DOCUMENTS

FOR

JEFFERSON COUNTY, TEXAS
PHASE VI
FIRST-TIME SANITARY SEWER IMPROVEMENTS PROJECT
TDA – TxCDBG CONTRACT NO. 7218240

Prepared by:

LJA ENGINEERING, INC.

Texas Registered Engineering Firm F-1386
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702

FEBRUARY 2021

APPROVED:

LJA ENGINEERING, INC.

BY: _____
Toby J. Davis, Vice President
P.E. No. 81919

STATE OF TEXAS
TOBY J. DAVIS
81919
LICENSED
PROFESSIONAL ENGINEER
2/10/2021

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

February 23, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **(IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240).** 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 three (3) 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:	**Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)**
BID NO:	**IFB 21-004/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, March 24, 2021**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

There will be a pre-bid conference and walk-through at 2:00 PM CT on Wednesday, March 10, 2021, in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse).

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these bid submission requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 24, 2021 and March 3, 2021

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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.

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.

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.

Bid Submissions:

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that 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/

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 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.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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

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

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and

requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to

ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and

the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

a. Contractor. The 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 contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts 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 prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

(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-half times 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 (b)(1) 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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jefferson County 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental,
developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded

by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(1) This contract 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's 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 and2 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 the County. 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends
the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The 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) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"The 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 (included by not limited to a completed specifications packet in its entirety including any addenda, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, 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 and Time of Opening, and Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

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.

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.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

2. Bid Bond

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

The bid bond will be returned to the bidder as soon as practical after the opening of the bids.

3. Section 3

Attention is called to the required Section 3 contracting and hiring objectives specified in the Contract Documents. These minimum objectives for hiring and contracting must be enforced. It is therefore the responsibility of the Bidder to inform themselves as to these requirements.

4. 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.

5. 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

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

6. Statement of Bidders Qualifications

Each bidder shall submit on the form (Page 67) furnished for that purpose a statement of the bidder's qualifications. The County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the County that the bidder is qualified to carry out properly the terms of the contract.

7. Multiple Vendor Award

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

8. 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.

9. 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.

10. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

11. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements. (See Guidelines – Document A1001, Page 46)

12. Certification Regarding Lobbying

Contractors who apply or bid for an award shall provide the required certification 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 of 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 a Federal contract, grant or any other award covered by 31 USC § 1352.

13. 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.

14. Insurance

The contractor (including any and all subcontractors as defined in Section 14.1.3 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 13 below)

15. Workers' Compensation Insurance

15.1 Definitions:

15.1.1 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.

15.1.2 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.

15.1.3 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.

15.2 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.

15.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 14 above.

15.4 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.

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

15.5.1 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

15.5.2 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.

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

15.7 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.

15.8 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.

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

15.9.1 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.

15.9.2 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.

15.9.3 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.

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

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

15.9.4.2 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.

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

15.9.6 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

15.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 15.1. – 15.7., with the certificates of coverage to be provided to the person for whom they are providing services.

15.10 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.

15.11 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.

16. Execution of Agreement/Performance and Payment Bonds

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

17. Multiple Vendor Award

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

18. 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.

19. 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.

20. 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.

Bidder Information Form

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

Bid Number & Name: (IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

Bidder's Company/Business Name: Jet Aeration of Texas, LLC

Bidder's TAX ID Number: 46-3565532

Contact Person: Sam Stroud II **Title:** Owner

Phone Number (with area code): 409-769-1500

Alternate Phone Number if available (with area code):

Fax Number (with area code): 409-769-3577

Email Address: Sam.s@team-jet.com

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

21232 IH-10
Address
Vidor, TX 77662
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

CONSTRUCTION CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (*a corporation organized and existing under the laws of the State of Texas*) (*a partnership consisting of* _____) (*an individual trading as* _____) hereinafter called the "*Contractor*", and Jefferson County, Texas hereinafter called the "*County.*"

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the Project; namely, **Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)** (funding provided to Jefferson County, Texas by Texas Department of Agriculture), all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by Jefferson County acting and in these contract documents preparation, referred to as the "*County.*"

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of ($_____).

SAMPLE

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

a. This Agreement (pgs. 1-3)
b. Invitation for Bid (Bid Specifications in their entirety)
c. Addenda
d. Instructions to Bidders
e. Signed Copy of Bid

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within 100 consecutive working days thereafter. The date of completion of all WORK is therefore _____, _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in *triplicate* original copies on the day and year first above written.

_____
(The Contractor)

By_____

Title_____

_____
Jefferson County, Texas

By_____

Jeff R. Branick

Title Jefferson County Judge

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SAMPLE

Corporate Seal

_____
(Corporate Secretary)

GENERAL CONDITIONS - PART I
FOR CONSTRUCTION

1. Contract and Contract Documents

(a) The project to be constructed pursuant to this contract will be financed with assistance from the Texas General Land Office and is subject to all applicable Federal and State laws and regulations.

(b) The Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

(a) The term "Contract" means the Contract executed between the (Jefferson County, Texas), hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.

(b) The term "Project Area" means the area within the specified Contract limits of the first-time sanitary sewer improvements contemplated in whole or in part under this contract.

(c) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bid (Bid Specifications in their entirety), Addenda, Instructions to Bidders, Signed Copy of Bid.

3. Supervision by Contractor

(a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the County, on the job at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.

SAMPLE

(b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.

(b) No proposed subcontractor shall be disapproved by the County except for cause.

(c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provision of the Contract, including Section 3 requirements.

(e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the County for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and, on the unit, prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the County.

2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

SAMPLE

1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the County under Liquidated Damages shall be deducted from the final payment due the Contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless

the County elects to do so. The failure or refusal of the County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

(a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by Texas General Land Office and Jefferson County prior to execution of same.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

(d) Each change order shall include in its final form:

1) A detailed description of the change in the work.

2) The Contractor's proposal if any, or a confirmed copy thereof.

3) A definite statement as to the resulting change in the contract price and/or time.

SAMPLE

4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.

(d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

(a) Right of the County to Terminate Contract for Convenience

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. 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.

(b) Right of the County to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expi[illegible] of said [illegible] (10) [illegible]ys, cea[illegible] and [illegible]ate. In the ev[illegible]y such termination, the County shall imme[illegible]iately serve [illegible]o[illegible]e the [illegible] upo[illegible]he [illegible]urety a[illegible]d [illegible]e Contra[illegible]tor. The Surety shall have the right to take over and p[illegible]erfor[illegible] the [illegible]ont[illegible]ct. Pro[illegible]vide[illegible]ever that if t[illegible]e Surety does not commence performance there[illegible]under within ten (10) d[illegible]ys [illegible]om [illegible]e d[illegible]e o[illegible] the mailin[illegible] to such [illegible]urety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

SAMPLE

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of _____$500.00_____for each working day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(d) Excusable Delays.

1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

3) Any acts of the County;

4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of

God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

SAMPLE

12. Disputes

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 or state program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

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 for a non-jury trial only.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.

(c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

(d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

SAMPLE

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. At the close of day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dust condition.

15. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.

(c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the first-time sanitary sewer improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

16. Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.

(d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The Contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

17. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, piped or transported as to keep it safe and fresh and served from single service containers or satisfactory type of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

SAMPLE

18. Use of Premises

(a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

19. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

20. Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality

without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.

(d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval or acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

SAMPLE

21. Review by County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

22. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

23. Deduction for Uncorrected Work

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

24. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

The Contractor shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements as written with the Invitation for Bid/Bid Specifications for this project. 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.

Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

25. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

SAMPLE

26. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of _____ months from the date of final acceptance of the work.

27. Job Offices

(a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
(b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

28. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

29. Local Program Liaison

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

30. Access to Information

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

c. Contractor shall include the substance of this clause in all subcontracts it awards.

31. Records Retention

(a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

32. Resolution of Program Non-Compliance and Disallowed Costs

SAMPLE

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or County 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 Contract 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.

33. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached as Attachment __ and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or

expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to TDA.

34. 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 Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240) award between _____ and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; 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 Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240) award between _____ and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

SAMPLE

d. The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the Phase VI: First-Time Sanitary Sewer Improvement Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240) award between _____ and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. (7218240) award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

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

The Contractor certifies, by entering into this Contract, 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 Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

36. Provisions Required by Law Deemed Inserted shattered

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

37. [For Contracts that exceed $100,000] Anti-Lobbying
Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(b) 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.

(c) 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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

38. [For Contracts > $100K] 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, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such labore[illegible] mechani[illegible] receiv[illegible] compe[illegible]ati[illegible] rate not less t[illegible] and one-half times his basic rate of pay for all hours worke[illegible] exces[illegible] of 40 h[illegible]rs i[illegible] such [illegible]or week, a[illegible] the case may be.
42. [For Contracts > $150[illegible] Clean Air Act an[illegible] the Federal [illegible]ollu[illegible]on Cont[illegible]

SAMPLE

The Contractor or subcontractor 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).

39. Equal Opportunity Clause [applicable to contracts and subcontracts over $10,000].

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

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

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

(c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

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

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

SAMPLE

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

40. Section 109 of the Housing and Community Development Act of 1974.

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

41. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

42. Age Discrimination Act of 1975.

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

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

43. 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 (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

SAMPLE

(d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

- 24 CFR part 135 establishes the following minimum numerical thresholds:
  - For Hiring: 30% (1 in 3) of the aggregate number of project new hires must be Section 3 Residents.
  - For Contracting: At least 10% of the total dollar amount of all Section 3 covered work must be awarded to Section 3 Business Concerns.
- A Section 3 Resident is a low- or very-low income individual residing in the County in which project is taking place, and whose annual household income does not exceed specified HUD limits for said County
- A Section 3 Business Concern is defined as (1) A business that is 51% or more owned by Section 3 residents; or (2) Whose permanent, full time employees include persons, at least 30% of whom are currently Section 3 Residents, or within three years of date of first employment with business concern

were Section 3Residents; or (3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that are Section 3

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

44. Contract Documents and Drawings

The County will furnish the Contractor without charge 2 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

45. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within 100 working days thereafter.

46. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of Five Hundred Dollars ($500.00) as fixed, agreed and liquidated damages for each working day of delay from the above stipulated time for completion.

SAMPLE

47. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

A1001

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
   For contracts over $ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
   No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
    The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**
    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to ensure that personnel policies are in accordance with the EEO policy?**
    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to ensure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**
    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. **What efforts should be utilized to include minority and female contractors and suppliers?**
    Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business-related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
    No, the construction contractor is responsible for its own compliance.

16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
    No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
    The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

§ 135.38 Section 3 clause.

§ 135.38 Section 3 clause.

All section 3 contracts shall include the following clause (referred to as the section 3 clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract 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 (25U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) 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).

Executed Section 3 Plan (Form A1002)

A1014

RESOLUTION Regarding Civil Rights

Whereas, the County of Jefferson, Texas, has been awarded TxCDBG funding through a TxCDBG - Community Development Grant 7216231 from the Texas Department of Agriculture (hereinafter referred to as "TDA");

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 TxCDBG 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 TxCDBG contract, to affirmatively further fair housing;

A1014

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 (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004); and
5. Fair Housing Policy (Exhibit 1015).

Passed and approved this 13th **day of** February, **2017.**

JUDGE JEFF R. BRANICK
County Judge
Jefferson County, Texas

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHEAEL S. SINEGAL
Precinct No. 2

COMMISSIONER BRENT A. WEAVER
Precinct No. 3

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Local Opportunity Plan

LOCAL OPPORTUNITY PLAN
SECTION 3 PLAN FORMAT
CONTRACTOR or SUBCONTRACTOR
(if either contract exceeds $100,000.00)

_____ agrees to implement the following
(NAME OF CONTRACTOR)
specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of _____.

A. To ascertain from the locality's CDBG/DRS program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. * To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E. * To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

Table A

TABLE A

PROPOSED SUBCONTRACT BREAKDOWN

CONTRACT NUMBER: _____

PROJECT NAME: _____

CONSTRUCTION CONTRACTOR: _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*

*The Project Area is coextensive with the County of _____'s boundaries.

_____ _____

EEO Officer's Signature Date

Table B

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

SPECIFY TRADE CLASSIFICATION:_____

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

SPECIFY TRADE CLASSIFICATION: _____

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

SPECIFY TRADE CLASSIFICATION: _____

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the City/County of _____ whose family income does not exceed 80% of the median income in the State.

_____ _____

(EEO Officer's Signature) (COMPANY NAME)

USE ADDITIONAL PAGES IF NECESSARY

SECTION 3 CERTIFICATION OF SELECTED BIDDER

Completed by Prime Contractor Only

Name of Prime Contractor _____ Project Name and Number _____

The undersigned hereby certifies that:

(Complete Section I or II)

I. A. The positions listed under part B that have been filled by _____ (Name of Prime Contractor)

since being notified of contract selection on _____ (Date of Award/Selection)

were not filled to circumvent the contractor's obligations to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 residents of the Housing & Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since _____ (Date of Contract Award/Selection).

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR

II. No employment positions have been filled since _____ (Date of Contract Award/Selection).

Name of Signatory (print or type) _____ Title of Signatory _____

Signature _____ Date _____

NOTICE: This certification must be made BEFORE contract execution (24 CFR 135 135.38 (e))

CERTIFICATION OF PROPOSED **SUBCONTRACTOR** REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name

Contract Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract;

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000);

(c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000); and

(d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. **(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **(i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

TITLE 29--Labor

Subtitle A--OFFICE OF THE SECRETARY OF LABOR

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

SEC.

3.1 Purpose and Scope
3.2 Definitions
3.3 Weekly Statement with respect to payment of wages
3.4. Submission of weekly statement and the preservation and inspection of weekly payroll records
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions
3.10 Method of payment of wages
3.11 Regulations part of contract

AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec.2, 48 STAT. §48;Reorg.Plan No. 14 of 1950, 64 Stat. 1267,5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan.4, 1964, unless otherwise noted.

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal

agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§ 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008] § 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

A1002

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 TxCDBG 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 TxCDBG 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 TDA to the Grant Recipient.

G. Submit reports as required by HUD or TDA 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

JEFF R. BRANICK,
COUNTY JUDGE

Date: 02-13-2017

09/01/2016

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the

employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§ 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§ 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§ 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Statement of Bidders Qualifications Form

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 3/23/2021

Bidder (Legal Name of Firm): Jet Aeration of Texas, LLC

Date Organized: _____

Address: 21232 IH 10

Date Incorporated: 2013

Federal ID Number: 46-3565532

Number of Years in contracting business under present name 8

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date
OCWCID#1 A Hwy 105	58,000	4/2021
Sabine River Authority - Frontier Park	121,800	4/2021

Type of work performed by your company: General Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
27

Have you ever failed to complete any work awarded to you? ☐ Yes ☑ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☑ No
(If yes, please attach summary of details on a separate sheet.)

Continued on Next Page

Statement of Bidders Qualifications Form (Continued)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? ☐ Yes ☑ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
City of Bridge City, Tx - Regrading/Reshaping Ditches	$298,949.50	6/9/2020
HCWCID#7 - Sanitary Sewer Skinder Pump Station # 13816	$357,874.80	9/11/20
City of West Orange	$180,000	March 2020

Major equipment available for this contract: JT25 Boring Rig, CAT308 Excavator, CAT304 Mini-excavator, CRANE Truck, skid steer

Are you in compliance with all applicable EEO requirements? ☑ Yes ☐ No
(If no, please attach summary of details on a separate sheet.))

Bank References

Address: 960 N Main St Contact Name: Blaine Caillier

City & State: Vidor, Tx Zip: 77662 Phone Number: 409-783-2426

Credit available: $ 100,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☑ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 24th day of March, 2021.

Signature

Sam Stroud II

Printed Name and Title

Owner

Company Name

Continued on Next Page

Statement of Bidders Qualifications Form (Continued)

Notary Statement:

Sam Stroud II, being duly sworn, says that he/she is the Position/Title Owner of Jet Aeration of Texas, LLC (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested County of Jefferson in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 24th day of March, 2021.

Notary Public

Deborah Sue Miller
Signature

Deborah Sue Miller
Printed Name

My Commission Expires: 2022

DEBORAH SUE MILLER
Notary ID #125860521
My Commission Expires
September 29, 2022

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

Bidder: Complete & Return this Form with Offer.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

Jet Aeration of Texas, LLC
21232 IH-10
Vidor, TX 77662

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☒ Yes ☐ No

The undersigned hereby certifies that:

☒ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☒ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☑ No

NAME AND TITLE OF SIGNER (Please type)

Sam Stroud II - Owner

SIGNATURE Sam Stroud II DATE 5/23/2021

Bidder: Complete & Return this Form with Offer.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE 3/24/2021
Jefferson County	PROJECT NUMBER (if any) 7218240
C/O	PROJECT NAME Phase VI - First-Time Sanitary Sewer Improvements

1. The undersigned, having executed a contract with Jefferson County for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

   (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

   (a) The legal name and the business address of the undersigned are:
   Jet Aeration of Texas, LLC
   21232 IH-10
   Vidor, TX 77662

   (b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe) Limited Liability Corporation

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Sam Stroud II	Owner	21232 IH-10 Vidor, TX 77662

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Jet Aviation of Texas, LLC
(Contractor)

Date 3/24/2021

By

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of (Jefferson)

Sam Stroud II, being first duly sworn, deposes and says that:

(1) He/She is Owner of Jet Aviation of Texas, LLC the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the ____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Owner
Title

Subscribed and sworn to me this 24 day of March.

By: Deborah Sue Miller
Notary Public

My commission expires 2022

DEBORAH SUE MILLER
Notary ID #125860521
My Commission Expires
September 29, 2022

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Jet Aeration of Texas, LLC as PRINCIPAL, and FCCI Insurance Company, as SURETY are held and firmly bound unto Jefferson County hereinafter called the "Local Public Agency", in the penal sum of Five Percent (5%) of the Total Amount Bid Dollars, ($ 5% of T.A.B.), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated March 24,2021, for Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240) (IFB 21-004/JW)

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this 24th day of March, 2021, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Jet Aeration of Texas, LLC (SEAL)

Attest: Lisa Cecil

By: _____ (SEAL)

FCCI Insurance Company

Affix Corporate Seal

Attest: Kim Ngan Andes
Kim Andes, Analyst

By: Gloria M. Villa
Gloria M. Villa, Attorney-in-Fact

Affix
Corporate
Seal

Attest: By: _____

Countersigned

By N/A _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then ____ _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Sharon Cavanaugh; Sharen Groppell; David R Groppell; Francine Hay; Roxanne G. Brune; Beverly A Ireland; Kurt A Risk; Gloria M. Villa

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: _____
Christopher Shoucair, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 24th day of March, 2021

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

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:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2015 FCCI Insurance Group.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2021

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(les) 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
Aldrich Insurance Agency, Inc.
P.O. Box 727
Sour Lake TX 77659-

CONTACT NAME: Mark Aldrich
PHONE (A/C, No, Ext): (409)287-2755 **FAX (A/C, No):** (409)287-3888
E-MAIL ADDRESS: mark@aldrich-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Great American Insurance Co.	16691
INSURER C : Progressive County Mutual	29203
INSURER D : Texas Mutual Insurance Company	22945
INSURER E :	
INSURER F :	

INSURED
Jet Aeration of Texas, LLC
21232 IH 10
Vidor TX 77662-

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC X OTHER: Contractual Liabilit	X	X	ECP201723815	02/13/2021	02/13/2022	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	03105536-6	05/19/2020	05/19/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	FFX201723915	02/13/2021	02/13/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001255113	07/10/2020	07/10/2021	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
A	Contractor's Pollution Liability		X	ECP201723815	02/13/2021	02/13/2022	Per Occurence	1,000,000
B	Contractor's Equipment Policy Rented/Leased			IMP153859704	10/02/2020	10/02/2021	Limit per item Aggregate limit	325,000 500,000

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

CERTIFICATE HOLDER

JEFFERSON COUNTY
1149 PEARL
1st FLOOR
BEAUMONT TX 77701-

CANCELLATION AI 702

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
Mark Aldrich

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of Contractor or Company)

_____
(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

_____
(Address)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

Dollars, $ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____
(Project Name)

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of
(Number)
which shall be deemed an original, this the _____ day of _____.

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____ _____
(Address)

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety (Attorney in Fact)

_____ _____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____

(Name of Contractor or Company)

_____

(Address)

a _____ hereinafter called Principal, and

_____

(Name of Surety Company)

_____

(Address)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of Grant Recipient)

_____

(Grant Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

Dollars ($ _____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and

shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____

counterparts, each one of which shall be deemed an original, this the _____ day of

_____.

ATTEST: _____
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Address)

_____

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____ _____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

Bidder: Complete & Return this Form with Offer.

Wage Rate Issuance Notice

A702

The Davis-Bacon Act requires a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions at www.wdol.gov.

TxCDBG Contract:

Grant Recipient Name: **Jefferson County Texas**

TxCDBG Contract #: **TDA 7218240**

LSO Name:	Susan Stover
Detailed Description of Bid Activity:	Sanitary Sewer Improvements
Date LSO Issued Wage Rates:	2-12-21
Estimated Bid Opening Date:	3-24-21

I have determined that the following General Wage Decision to be applicable for this construction work:

Wage Decision Number: TX20210053 Published: 1-1-21

Type of Work (check one): × Heavy ○ Highway ○ Building ○ Residential

ISSUED BY:

Name: Susan Stover Date: 2-12-2021

Address: P.O. Drawer 900 City: Jasper

State: Texas Zip: 75951 Phone No: (409) 384-3458

*****Attach wage decision to this form and retain copy in local files.**
Do not send a copy of this form to TDA***

"General Decision Number: TX20210053 01/01/2021

Superseded General Decision Number: TX20200053

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ELEC0479-003 09/28/2020

	Rates	Fringes
ELECTRICIAN	$ 30.00	12.94

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	
Truck drivers:		
Dump	$ 10.00	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

CERTIFICATE OF PAYROLL OFFICER

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: Jefferson County, TX Contract #: 7218240
Project Name: Jefferson County, Texas Phase IV First-Time Sanitary Sewer Improvements Project

Firm Jet Aeration of Texas, LLC Date: 3/19/2021

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed Lisa Cecil whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: Lisa Cecil

Insert name, address, phone number & email address of person appointed as payroll officer

Address: 21232 IH-10

City: Vidor State: TX Zip Code: 77662

Telephone No: 409-769-1500 Email Address: lisa.c@team-jct.com

Lisa Cecil ←
Identifying Signature of Appointee

← Title: Owner ←
Signature of Appointing Officer:

HUD COMPLAINT REGISTER

Complaint Register

Under Section 3 of the Housing
And Urban Development Act of 1968

U.S. Department of Housing and Urban Development
Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043 (revised)
(Expires11/30/2018)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

1. Complainant Information:

Name of Complainant (Person or organization) | Home Phone

Street Address | Work Phone

City, State, Zip code

Email Address:

2. You are: (check all that apply)

- ☐ Low/Very Low Income Person
- ☐ Public Housing Resident
- ☐ HUD Youthbuild Participant
- ☐ A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)
- ☐ Section 3 Business
- ☐ A Representative of a Section 3 Business
- ☐ Other: _____

3. Basis for alleged noncompliance with Section 3:

☐ Denied Training ☐ Denied Employment ☐ Denied Contracting ☐ Other (see below in item 6)

4. Complaint is against: (check one or more boxes)

☐ Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.) ☐ Contractor ☐ Subcontractor ☐ Other (please specify): _____

5. Who is this complaint being filed against?

Name of agency, organization, or company: | Business Phone

Street Address

City, State, Zip code

Name and identify others (if any) who allegedly violated Section 3 in this case:

6. **How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3? (Check all that apply – provide documentation, if available)**

HUD Recipient	Contractor and/or Subcontractor
☐ Failed to notify Section 3 businesses about contracting opportunities	☐ Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3
☐ Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts	☐ Failed to notify potential subcontractors about Section 3 requirements
☐ Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities	☐ Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause
☐ Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36	☐ Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause
☐ Failed to award contracts to Section 3 businesses	☐ Failed to ensure that its subcontractors complied with Section 3
☐ Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements	☐ Failed to train and/or hire Section 3 residents for new employment opportunities
☐ Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements	☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34
☐ Failed to notify Section 3 residents about training and/or employment opportunities	☐ Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause
☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities	☐ Failed to award subcontracts to Section 3 businesses
☐ Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34	☐ Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34
☐ Failed to hire Section 3 residents for new employment opportunities	☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3
☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3	☐ Other _____
☐ Other _____	

7. **When did the act(s) checked above occur?** (Include the most recent date if several dates are involved):
_____/ _____/ _____ Month Day Year
* The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

8. **Project name or location where alleged violation occurred?** (If applicable):
Project Name (if applicable): _____ Project Number: _____
Project Location: _____
Local Contracting Agency (LCA): _____

9. **Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against:** (Check all that apply)			
☐ PIH Operating Subsidy	☐ Other PIH Assistance	☐ Neighborhood Stabilization Program (NSP) Assistance	☐ Section 811 Supportive Housing for the Disabled
☐ PIH Capital Fund Subsidy	☐ Community Development Block Grants (CDBG)	☐ Other Community Development Assistance	☐ Project Based Housing Vouchers
☐ Choice Neighborhood Initiative Grant	☐ HOME Investment Partnership Funding	☐ Lead-Based Paint	☐ Other HUD Housing Assistance
☐ HOPE VI Grant	☐ McKinney Homeless Assistance	☐ Section 202Supportive Housing for the Elderly	☐ Other Covered HUD Funding

10. **Description of act(s) or incident(s) involving alleged violation of Section 3:** Summarize what happened? Attach additional information if necessary	
11. **Declaration Statement** **I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.**	
Signature	Date

Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that ***when*** new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: http://www.huduser.org/portal/datasets/il.html to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QWHRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.
B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds $100,000; and
C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting www.hud.gov/section3 or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

Privacy Act of 1974 (P.L.93-579)
All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

Instructions for completing the Section 3 Complaint Register

Box 1: Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.

Box 2: Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.

Box 3: Select the appropriate basis for the complaint which you are filing.

Box 4: Select the appropriate option that best describes the person or entity that you are filing this complaint against.

Box 5: Provide the name, address, and contact information for the person or entity that you are filing this complaint against.

Box 6: Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.

Box 7: Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.

Box 8: If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.

Box 9: Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.
NOTE: In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.

Box 10: Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.

Box 11: Please sign the complaint and enter the current date.
NOTE: By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.

Where to file your complaint:
Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

BOSTON REGIONAL OFFICE U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax@617) 565-7313 Email: complaints_office_01@hud.gov *Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont	**FORT WORTH REGIONAL OFFICE** U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888)560-8913 Fax@817) 978-5876 Email: complaints_office_06@hud.gov *Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
NEW YORK REGIONAL OFFICE U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: complaints_office_02@hud.gov *Covers the following states: New Jersey and New York	**KANSAS CITY REGIONAL OFFICE** U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: complaints_office_07@hud.gov *Covers the following states: Iowa, Kansas, Missouri, and Nebraska
PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov *Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia	**DENVER REGIONAL OFFICE** U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: complaints_office_08@hud.gov *Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming

ATLANTA REGIONAL OFFICE U.S. Department of Housing and Urban Development Southeast Office 40 Marietta Street Atlanta, GA 30303 (404) 331-5140 (800) 440-8091 Fax: (404) 331-1021 Email: complaints_office_04@hud.gov *Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands	**SAN FRANCISCO REGIONAL OFFICE** U.S. Department of Housing and Urban Development Pacific/Hawaii Office 600 Harrison Street Third Floor San Francisco, CA 94107 (415) 489-6536 (800) 347-3739 Fax: (415) 489-6560 Email: complaints_office_09@hud.gov *Covers the following states: Arizona, California, Guam, Hawaii, and Nevada
CHICAGO REGIONAL OFFICE U.S. Department of Housing and Urban Development Midwest Office 77 W. Jackson Boulevard, Suite 2101 Chicago, IL 60604 (312) 353-7776 (800) 765-9372 Fax: (312) 886-2837 Email: complaints_office_05@hud.gov *Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin	**SEATTLE REGIONAL OFFICE** U.S. Department of Housing and Urban Development Northwest/Alaska Office 909 First Avenue Seattle, WA 98104 (206) 220-5170 (800)877-0246 Fax: (206) 220-5447 Email: complaints_office_03@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3, ____.

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

Jet Aeration of Texas, LLC
Company Name

21339 IH-10
Address

Vidor TX 77662
City State Zip

Signature of Person Authorized to Sign

SAM STROUD II
Printed Name

Owner
Title

For clarification of this offer, contact:

SAM STROUD II
Name

409-769-1500 409-769-3377
Phone Fax

SAM.SE team-jet.com
E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

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. 21-004/JW, Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

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: Complete & Return this Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 21-004/JW

IFB Title: Phase VI: First Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

IFB Due: **11:00 am CT, Wednesday, March 24, 2021**

Addendum No.: 2

Issued (Date): March 11, 2021

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

- **Revisions to Bid Form (ATTACHED)**
- **Revisions to Construction Plan Sheet # 9 (ATTACHED)**
- **Deadline for Project Question Submission: 5:00 pm, CT, Tuesday, March 16, 2021**

Please submit questions to Jamey West via email at jwest@co.jefferson.tx.us

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The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Lisa Cecil
Witness

Approved by ___ Date: 3/24/21

Authorized Signature (Bidder)

Owner
Title of Person Signing Above

Jet Aeration of Texas, LLC
Typed Name of Business or Individual

21732 IH 10 Vidor, Tx 77662
Address

BID SUMMARY

Owner: **Jefferson County, Texas**
1149 Pearl Street, 1st floor
Beaumont, Texas 77701

Engineer: **LJA Engineering, Inc.**
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
409-833-3363

Project: **Jefferson County, Texas**
Phase VI: First-Time Sanitary Sewer Improvements Project
TDA – TxCDBG No. 7218240

Receipt is hereby acknowledged of the following addenda to the Plans and Contract Documents.

Addendum No. 1	Dated 3/8/2021	Received	3/8/2021
Addendum No. 2	Dated 3/11/2021	Received	3/11/2021
Addendum No. 3	Dated 3/22/2021	Received	3/22/2021
Addendum No. 4	Dated	Received	

BASE BID ITEMS

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	1 L.S.	**Mobilization** costs including transportation, moving on site, payment bond, performance bond, insurance, submittals, NOT TO EXCEED 3% of project total, all in accordance with the Plans and Specifications, for three-thousand four hundred thirty four dollars and twenty-five cents per LS.	$ 3,434.25	$ 3,434.25

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	9 EA	Furnish and install **Sanitary Sewer Grinder Pump Station**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, SCH 40 PVC gravity piping tie-in(s), cleanouts, fiberglass tank & cover, submersible grinder pump, control panel, 30A breaker disconnect, electrical conduit & conductors, and floats, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed and existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for five-thousand five hundred seventy-five dollars and 0 cents per EA.	$ 5,575.00	$ 50,175.00
3	5 EA	Construct **Near Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for four thousand five hundred dollars and 0 cents per EA.	$ 900.00	$ 4,500.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
4	4 EA	Construct **Far Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ Six Thousand dollars and 0 cents per EA.	$ 1,500.00	$ 6,000.00
5	12 EA	**Abandon Existing On-site Sanitary Sewer Facility**, complete in place, all depths, including but not limited to, disposal of contents in the tank in accordance with all local, state, & federal laws, demolition of existing structures, backfill, surface restoration, seeding, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ Three Thousand Dollars and 0 Cents per EA	$ 250.00	$ 3,000.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 9529 Gilbert Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for Seven thousand eight hundred fifty dollars and 0 cents per LS.	$ 7,850.00	$ 7,850.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
7	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 14252 Dubois Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for eight thousand four hundred fifty dollars and ~~0~~ cents per LS.	$ 8,450.00	$ 8,450.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
8	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 16539 Sandell Drive**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the plans and specifications for eight thousand two hundred fifty dollars and ~~0~~ cents per LS.	$ 8,250.00	$ 8,250.00
9	1 LS	Provide Trench Safety Plan, sealed by a Professional Engineer licensed in Texas, complete in place, all in strict accordance with the plans and specifications for one thousand five hundred fifty Dollars and ~~0~~ Cents per LS.	$ 1,550.00	$ 1,550.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
10	1,200 LF	Trench Safety System in accordance with specification item No. 950 for all excavations in excess of 5 feet deep, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the plans and specifications for Six-thousand Dollars and ~~0~~ Cents per LF	$ 5.00	$ 6,000.00
11	500 SF	Special shoring as required for Trench Safety in accordance with specification item No. 950, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the Plans and Specifications for two thousand five hundred Dollars and ~~0~~ Cents per SF	$ 5.00	$ 2,500.00

TOTAL BASE BID:

($ 101,709.25 .)

ALTERNATE BID ITEMS

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
A1	1,200 L.F.	Construct **2" PVC SDR 21 Sanitary Sewer Force Main** by Open Cut installed in trench, by Boring, or by Directional Drilling, complete in place, all depths, including fittings, valves, polywrap, boring, directional drilling insertion pits, steel casing, necessary clearing, embedment, backfill, thrust blocking, surface restoration, seeding, testing, and all appurtenances, all in strict accordance with the Plans and Specifications for sixteen thousand two-hundred dollars and -0- cents per LF.	$ 13.50	$ 16,200.00

TOTAL ALTERNATE BID:

($ 16,200.00 .)

TOTAL BID PRICE

TOTAL BASE BID ITEMS:	$ 101,709.25
TOTAL ALTERNATE BID ITEMS:	$ 16,200.00
TOTAL AMOUNT BID: *(Base Bid plus Alternate Bid Items)*	$ 117,909.25

Amounts are to be shown in both words and figures. In case of discrepancy the amounts shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

If the contract is to be awarded, it will be awarded to the Best Bid, the lowest Bidder or the Bidder whose evaluation by OWNER or whose Bid indicates to the OWNER that the award will be in the best interest of the Project.

Bidder understands that the Owner reserves the rights to reject any and all bids and to waive any informalities in the bidding. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents and Specifications, if applicable.

Bidder agrees that the work will be completed and ready for final payment within **100 working days**. Bidder accepts the provision of the agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the agreement.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions for the Bidding Documents.

In submitting this bid, Bidder represents that Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

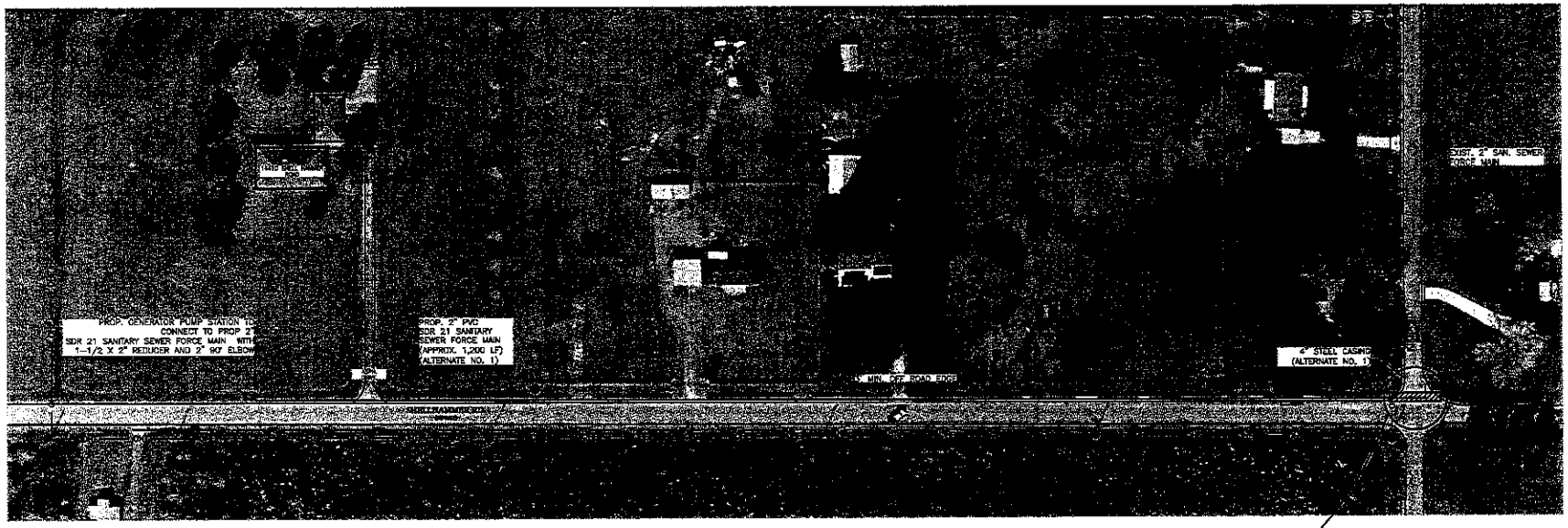
The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled bid opening for bids.

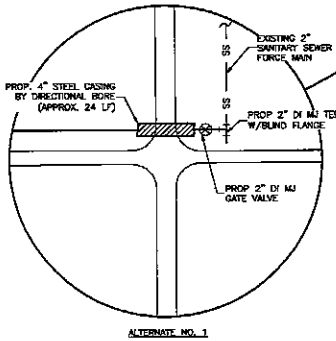
Bidder: Jet Aeration of Texas, LLC
Address: 21232 IH-10
Vidor, Texas 77662

Telephone: 409-769-1500

Signed:
By: Sam Steward II
Title: Owner
Date: 3/24/2021
Attest:

Bidder: Complete & Return this Form with Offer.





ALTERNATE NO. 1

LEGEND

PP	POWER POLE	MH	MANHOLE
LP	LIGHT POLE	CO	CLEAN OUT
FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
GA	GUY ANCHOR		PROPOSED WATER LINE
TS	TRAFFIC SIGN	SS	SANITARY SEWER LINE
L.S.	LANDSCAPING	W	WATER LINE
TVJB	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
ESB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1234	ADDRESSES		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

G:\PROJECTS LJA 2000 - 2000\2857-JEFFERSON COUNTY\1003 - GLO CDBG PHASE VI - GRINDER PUMP STATION\CAD\2857-1003-09-15 PLAN SHEETS ADDENDUM 2.DWG

Date : 3/11/2021
File Name : 2857/1003
File Drawer No. : 2857/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TORY J. DAVIS, P.E. 81919, ON 3/19, 2021.

No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21
2	ADDENDUM NO. 2	JAD	JAD	3/11/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN-F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET
(ALTERNATE BID NO. 1)

Action	Name	Date
Design	TJD	01/21
Drawn	MH	01/21
Checked	MM	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	9 of 19	

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 21-004/JW

IFB Title: Phase VI: First Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

IFB Due: **11:00 am CT, Wednesday, March 24, 2021**

Addendum No.: 1

Issued (Date): March 8, 2021

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

Revisions to Bid Specifications – Bid Proposal (ATTACHED)
Revisions to Construction Plan Sheets 9, 17, & 18 (ATTACHED)

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Lisa Cecil
Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Sam Strand II - Owner
Title of Person Signing Above

Jet Aeration of Texas, LLC
Typed Name of Business or Individual

21232 IH-10 Vidor, TX 77662
Address

BID SUMMARY

Owner: **Jefferson County, Texas**
1149 Pearl Street, 1st floor
Beaumont, Texas 77701

Engineer: **LJA Engineering, Inc.**
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
409-833-3363

Project: **Jefferson County, Texas**
Phase VI: First-Time Sanitary Sewer Improvements Project
TDA – TxCDBG No. 7218240

Receipt is hereby acknowledged of the following addenda to the Plans and Contract Documents.

Addendum No. 1 Dated_____ Received_____
Addendum No. 2 Dated_____ Received_____
Addendum No. 3 Dated_____ Received_____
Addendum No. 4 Dated_____ Received_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	1 L.S.	**Mobilization** costs including transportation, moving on site, payment bond, performance bond, insurance, submittals, NOT TO EXCEED 3% of project total, all in accordance with the Plans and Specifications, for _____ _____ _____dollars and _____ cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	9 EA	Furnish and install **Sanitary Sewer Grinder Pump Station**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, SCH 40 PVC gravity piping tie-in(s), cleanouts, fiberglass tank & cover, submersible grinder pump, control panel, 30A breaker disconnect, electrical conduit & conductors, and floats, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed and existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____
3	5 EA	Construct **Near Side Sanitary Sewer Service Connection** with 1-1/4" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
4	4 EA	Construct **Far Side Sanitary Sewer Service Connection** with 1-1/4" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____
5	1,200 LF	Construct **2" PVC SDR 21 Sanitary Sewer Force Main** by Open Cut installed in trench, by Boring, or by Directional Drilling, complete in place, all depths, including fittings, valves, polywrap, boring, directional drilling insertion pits, steel casing, necessary clearing, embedment, backfill, thrust blocking, surface restoration, seeding, testing, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LF.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	12 EA	**Abandon Existing On-site Sanitary Sewer Facility**, complete in place, all depths, including but not limited to, disposal of contents in the tank in accordance with all local, state, & federal laws, demolition of existing structures, backfill, surface restoration, seeding, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____Dollars and _____Cents per EA	$_____	$_____
7	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 9529 Gilbert Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
8	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 14252 Dubois Road,** to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
9	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 16539 Sandell Drive,** to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the plans and specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____
10	1 LS	Provide Trench Safety Plan, sealed by a Professional Engineer licensed in Texas, complete in place, all in strict accordance with the plans and specifications for _____ _____Dollars and _____Cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
11	1,200 LF	Trench Safety System in accordance with specification item No. 950 for all excavations in excess of 5 feet deep, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the plans and specifications for_____ _____ _____Dollars and _____Cents per LF	$_____	$_____
12	500 SF	Special shoring as required for Trench Safety in accordance with specification item No. 950, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the Plans and Specifications for_____ _____ _____Dollars and _____Cents per SF	$_____	$_____

TOTAL BID PRICE

TOTAL BASE BID ITEMS: $_____.

Amounts are to be shown in both words and figures. In case of discrepancy the amounts shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

If the contract is to be awarded, it will be awarded to the Best Bid, the lowest Bidder or the Bidder whose evaluation by OWNER or whose Bid indicates to the OWNER that the award will be in the best interest of the Project.

Bidder understands that the Owner reserves the rights to reject any and all bids and to waive any informalities in the bidding. Bidder acknowledges that quantities are not guaranteed, and final

payment will be based on actual quantities determined as provided in the Contract Documents and Specifications, if applicable.

Bidder agrees that the work will be completed and ready for final payment within **100 working days**. Bidder accepts the provision of the agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the agreement.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions for the Bidding Documents.

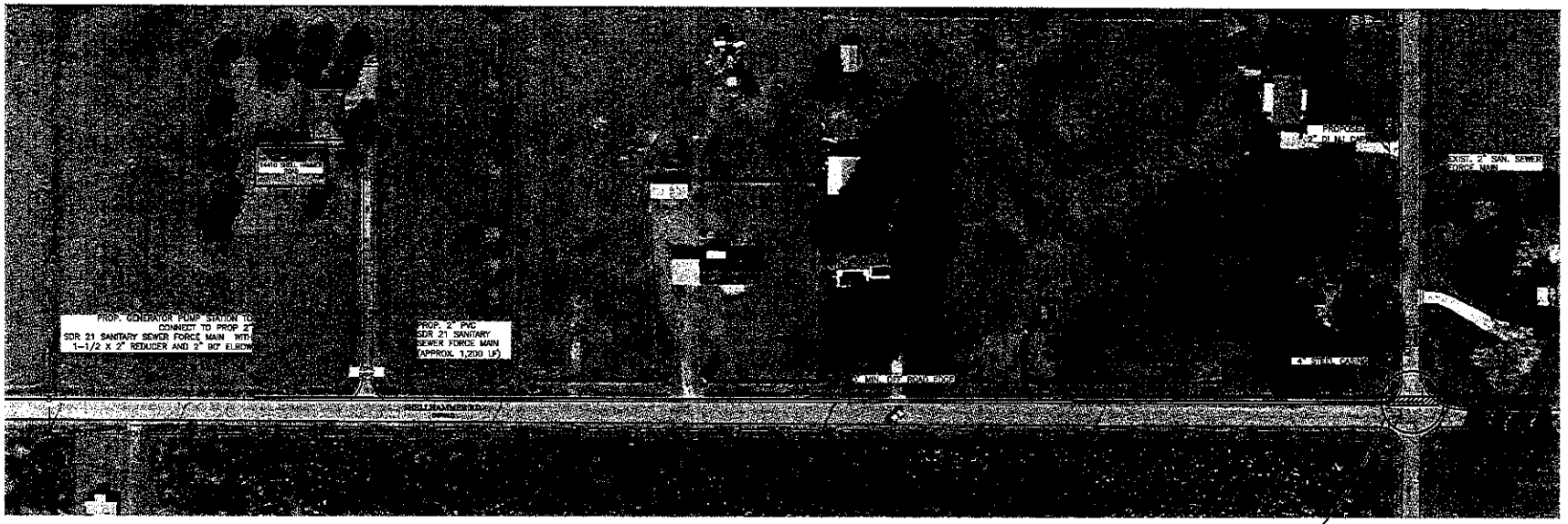
In submitting this bid, Bidder represents that Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled bid opening for bids.

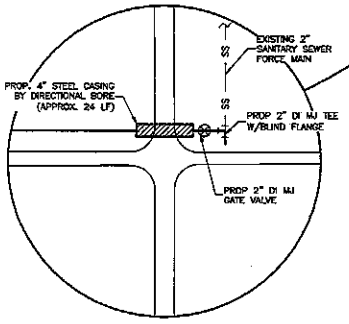
Bidder:_____
Address:_____
_____
_____
Telephone:_____

Signed:_____
By:_____
Title:_____
Date:_____
Attest:_____

Bidder: Complete & Return this Form with Offer.



SCALE: 1" = 60'



LEGEND

PP	POWER POLE	MH	MANHOLE
LP	LIGHT POLE	CO	CLEAN OUT
FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
GA	GUY ANCHOR		PROPOSED WATER LINE
TS	TRAFFIC SIGN	SS	SANITARY SEWER LINE
L.S.	LANDSCAPING	W	WATER LINE
TVJB	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
ESB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1234	ADDRESSES		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

C:\PROJECTS LJA 8000 - 8999\8957-JEFFERSON COUNTY\1003 - GLO CDBG PHASE VI - GRINDER PUMP STATION\CAD\8957-1003-08-15 PLAN SHEETS ADDENDUM 1.DWG

Date : 3/4/2021
File Name : 8957/1003
File Drawer No. : 8957/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919, ON 2/19, 20 21

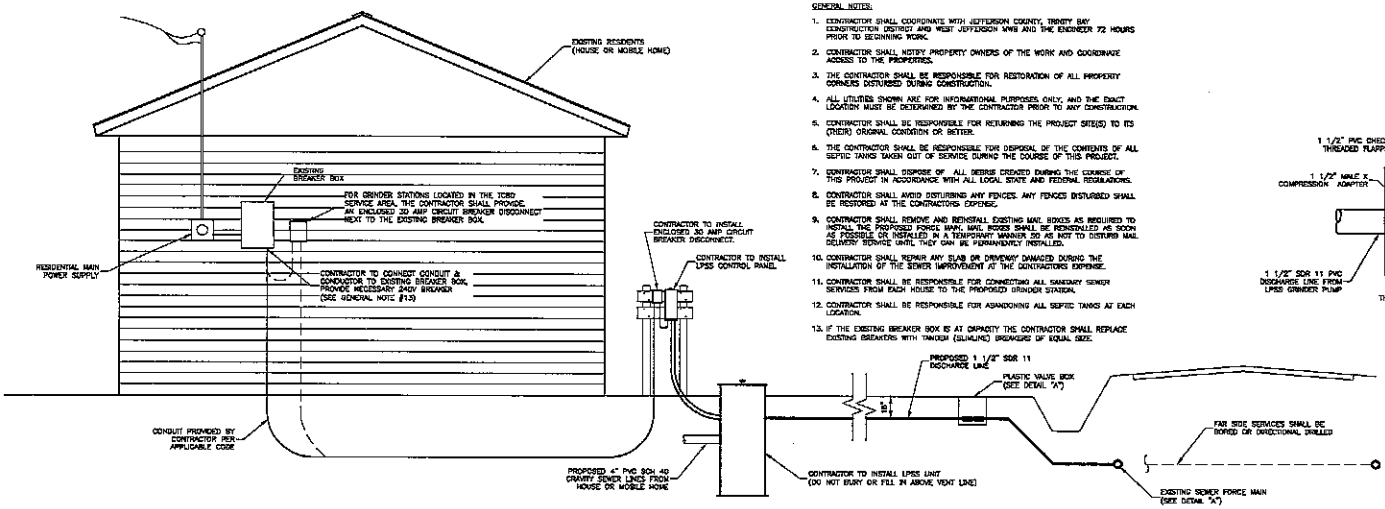
No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

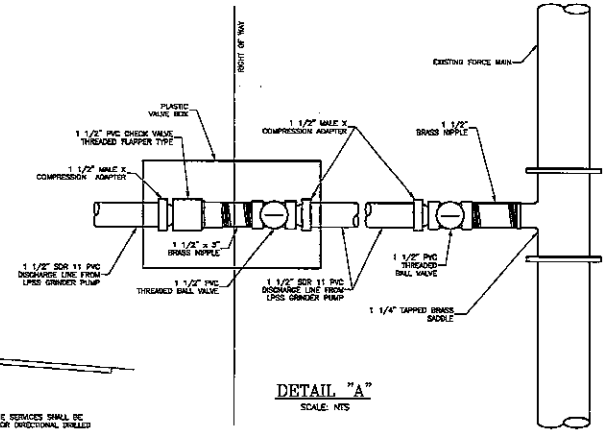
Action	Name	Date
Design	TJB	01/21
Drawn	BH	01/21
Checked	MH	01/21
Approved	TJB	01/21
Scale	AS SHOWN	
Sheet	9 of 19	



TYPICAL RESIDENTIAL INSTALLATION
TANK, PUMP, AND APPURTENANCES
SCALE: NTS

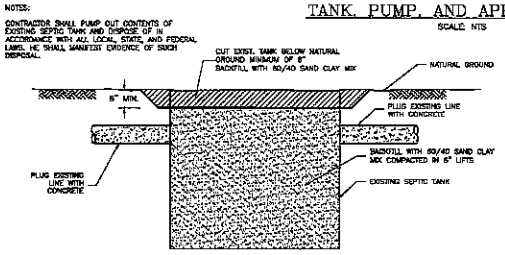
GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH JEFFERSON COUNTY, TRINITY BAY CONSERVATION DISTRICT AND WEST JEFFERSON MWD AND THE ENGINEER 72 HOURS PRIOR TO BEGINNING WORK.
2. CONTRACTOR SHALL NOTIFY PROPERTY OWNERS OF THE WORK AND COORDINATE ACCESS TO THE PROPERTIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ALL PROPERTY CORNERS DISTURBED DURING CONSTRUCTION.
4. ALL UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY, AND THE EXACT LOCATION MUST BE DETERMINED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING THE PROJECT SITE(S) TO ITS (THEIR) ORIGINAL CONDITION OR BETTER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF THE CONTENTS OF ALL SEPTIC TANKS TAKEN OUT OF SERVICE DURING THE COURSE OF THIS PROJECT.
7. CONTRACTOR SHALL DISPOSE OF ALL DEBRIS CREATED DURING THE COURSE OF THIS PROJECT IN ACCORDANCE WITH ALL LOCAL STATE AND FEDERAL REGULATIONS.
8. CONTRACTOR SHALL AVOID DISTURBING ANY FENCES. ANY FENCES DISTURBED SHALL BE RESTORED AT THE CONTRACTORS EXPENSE.
9. CONTRACTOR SHALL REMOVE AND REINSTALL EXISTING MAIL BOXES AS REQUIRED TO INSTALL THE PROPOSED FORCE MAIN. MAIL BOXES SHALL BE REINSTALLED AS SOON AS POSSIBLE OR INSTALLED IN A TEMPORARY MANNER SO AS NOT TO DISTURB MAIL DELIVERY SERVICE UNTIL THEY CAN BE PERMANENTLY INSTALLED.
10. CONTRACTOR SHALL REPAIR ANY SLAB OR DRIVEWAY DAMAGED DURING THE INSTALLATION OF THE SEWER IMPROVEMENT AT THE CONTRACTORS EXPENSE.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL SANITARY SEWER SERVICES FROM EACH HOUSE TO THE PROPOSED GRINDER STATION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR ABANDONING ALL SEPTIC TANKS AT EACH LOCATION.
13. IF THE EXISTING BREAKER BOX IS AT CAPACITY THE CONTRACTOR SHALL REPLACE EXISTING BREAKERS WITH TANDEM (SLIMLINE) BREAKERS OF EQUAL SIZE.

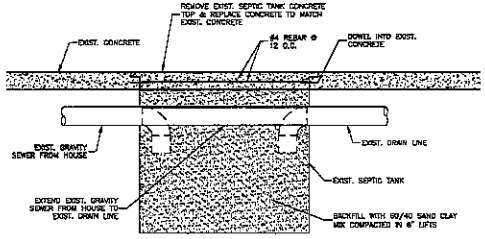


DETAIL "A"
SCALE: NTS

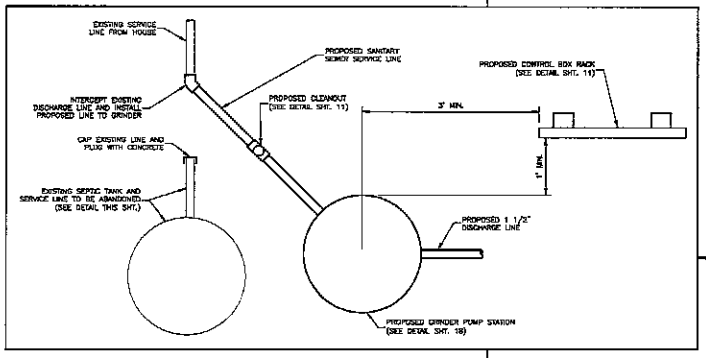
NOTES:
CONTRACTOR SHALL PUMP OUT CONTENTS OF EXISTING SEPTIC TANK AND DISPOSE OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS. HE SHALL MANIFEST EVIDENCE OF SUCH DISPOSAL.

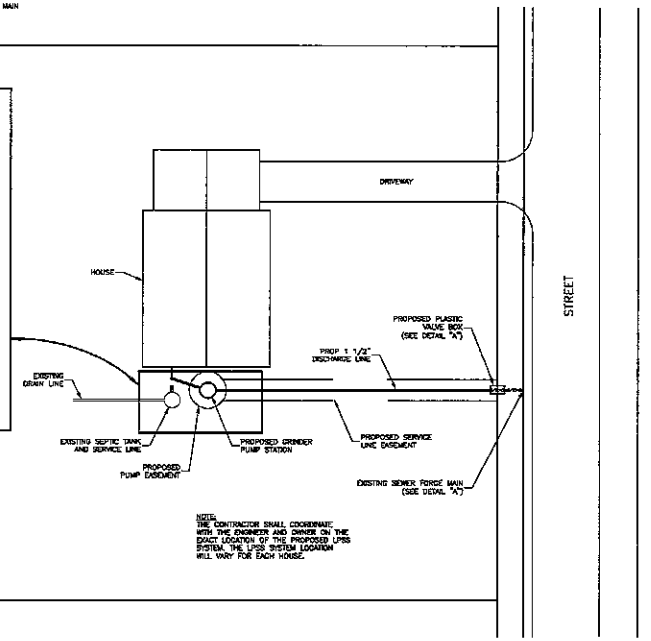


TYPICAL ABANDONMENT OF
EXISTING SEPTIC TANK
SCALE: NTS



TYPICAL ABANDONMENT OF
EXISTING SEPTIC TANK UNDER CONCRETE
SCALE: NTS





NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE.

TYPICAL GRINDER PUMP STATION SITE PLAN
SCALE: NTS

D:\PROJECTS LJA 8000 - 8900\8957-JEFFERSON COUNTY\1003 - CLD CDBG PHASE VI - GRINDER PUMP STATION\CAD\8957-1003-16-17 SAN SEWER DETAILS ADDENDUM 1.DWG

Plot Date :	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919, ON 2/19, 20 21.
2/4/2021	
File Name : 8957/1003	
File Drawer No. : 8957/1003/CAD	

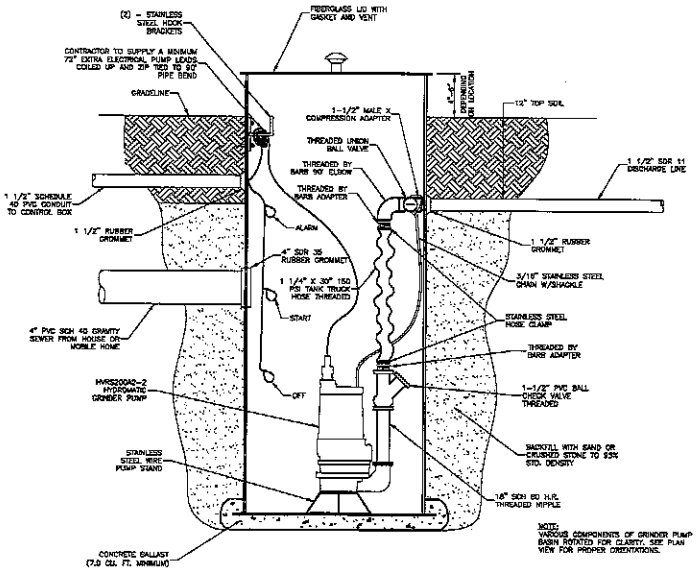
No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

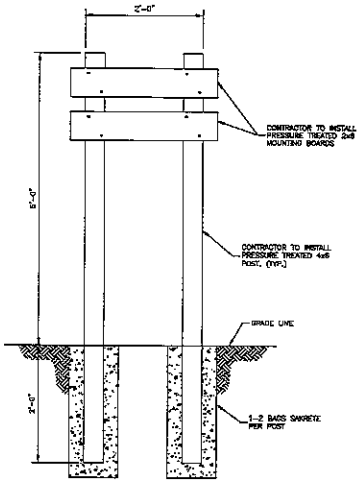
SANITARY SEWER DETAILS

Action	Name	Date
Design	TJD	01/21
Drawn	RJI	01/21
Checked	JAD	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	17 of 19	



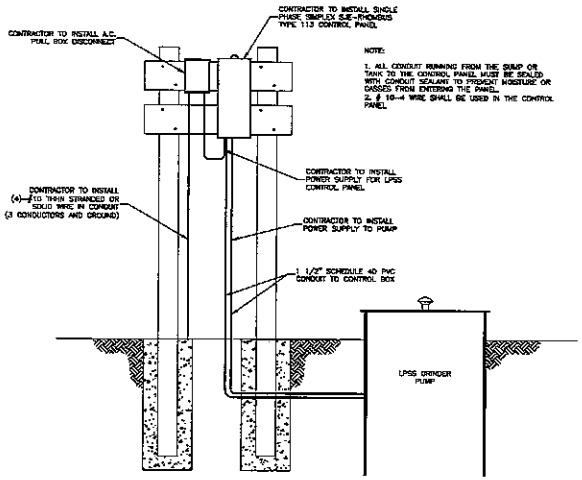
24"x60" FIBERGLASS BASIN

SCALE: 1 1/2" = 1'-0"



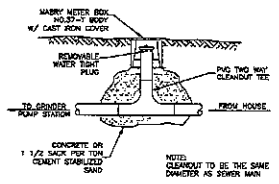
CONTROL BOX RACK DETAIL

SCALE: 1" = 1'-0"



CONTROL BOX MOUNT DETAIL

SCALE: 1" = 1'-0"



TYPICAL SANITARY SEWER LINE CLEANOUT

SCALE: NTS

D:\PROJECTS LJA 8000 - 8900\8857-JEFFERSON COUNTY\1003 - CLO CDBG PHASE VI - GRINDER PUMP STATION\CAD\8857-1003-19-17 SAN SEWER DETAILS ADDENDUM 1.DWG

Plot Date : 3/4/2021
File Name : 8857/1003
File Drawer No. : 8857/1003/CAD

STATE OF TEXAS — TOBY J. DAVIS — 81919 — REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919.
ON 2/26, 20 21.

No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER DETAILS

Action	Name	Date
Design	TJD	01/21
Drawn	KH	01/21
Checked	JAD	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	18 of 19	

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 21-004/JW

IFB Title: Phase VI: First Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

IFB Due: **11:00 am CT, Wednesday, March 24, 2021**

Addendum No.: 3

Issued (Date): March 22, 2021

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

- **Revisions to Bid Specifications: Additional Construction Documents (ATTACHED)**
- **Change of Bid Opening Location:**

The Bid Opening Location has been changed from the Jefferson County Engineering Conference Room ***to*** **the Commissioners' Courtroom located on the 4th Floor of the Jefferson County Historic Courthouse (1149 Pearl Street, Beaumont, Texas 77701)**

NOTE: Bids are to be **submitted to the Purchasing Department,** located on the 1st floor of the Jefferson County Historical Courthouse.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Owner

Title of Person Signing Above

St Aration of Texas, LLC

Typed Name of Business or Individual

21232 IH-10 Vidor, TX 77662

Address

JEFFERSON COUNTY, TEXAS

PHASE VI: FIRST–TIME SANITARY SEWER IMPROVEMENT PROJECT
TDA – TXCDBG PROJECT NO. 7218240

INDEX TO DRAWINGS

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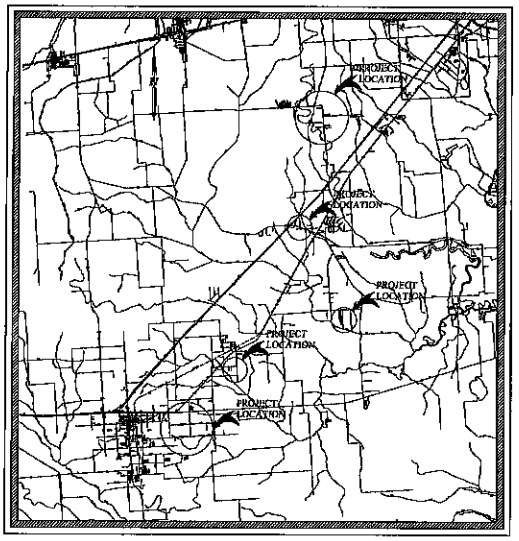
TITLE SHEET	1
CONSTRUCTION NOTES	2
OVERALL PROJECT LOCATION MAPS	3
HOUSE INDEX MAPS	4–8
SANITARY SEWER PLAN SHEETS	9–16
SANITARY SEWER DETAILS	17–18
TRENCH DETAILS	19



PROJECT LOCATION
NTS

APPROVED
LJA ENGINEERING, INC.

BY: _____ 2/10/21
TOBY J. DAVIS P.E. NO. 81919 DATE

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919, ON 2/10, 20 21.

PREPARED BY:
LJA ENGINEERING, INC.
CONSULTING ENGINEERS
2615 CALDER AVENUE BEAUMONT, TEXAS 77702
Texas Registered Engineering Firm FIRM-F-1386

FEBRUARY 2021

GENERAL CONSTRUCTION NOTES

1. On all construction, the Contractor shall be responsible for providing all fittings and appurtenances necessary for a complete installation even if not specifically mentioned.
2. The Contractor shall verify all dimensional and existing conditions of the job site. Any variation from dimensions or details as shown on the structural drawings shall be reported to the Engineer.
3. The Contractor shall confine his operations to the indicated easements and rights of ways. He shall keep all work sites in a neat, orderly, and safe manner during the course of the construction. All excess soils and materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws at the Contractor's expense. All litter and temporary trash disposal facilities shall be removed, all materials designated to be salvaged to the Owner shall be deposited in an Owner approved site, and all surface restoration, including seeding shall be completed prior to the Contract being considered complete.
4. All work areas, surfaces, and ditches disturbed by the Contractor shall be cleaned and restored to their original condition or better in the time frame established in the specifications.
5. The location of all utilities (water, sewer, telephone, cable, electrical, gas, etc.) is the responsibility of the Contractor. The utilities shown on the plans are for informational purposes only and are not intended to show the exact location of the utilities. The Contractor shall give each utility Owner the required notice prior to beginning construction near each utility. The Contractor shall be responsible for resolving any disputes with the utility Owners regarding damage to the utilities. The owner shall not be responsible for damage to existing utilities.
6. The contractor shall be responsible for the control of ground water. The contractor shall submit to the engineer his plan for keeping the ground water out of trenches and excavations. At no time shall ground water be allowed in the excavation while pouring concrete.
7. The Contractor shall be responsible for the restoration of all property markers disturbed during construction.
8. The Contractor shall take necessary precautions to prevent large amounts of soil, rock, and other excavation materials from being washed into the ditches and drainage ways. The streets shall be kept free of dirt and mud that results from the Contractor's work. The Engineer and Owner shall have the right to require that the Contractor immediately remedy any situation which they consider detrimental to public health, safety, the environment, and any other problematic disturbances that are caused by the Contractor's work.
9. In the TxDOT R.O.W.'s and where indicated on the plans, disturbed soil areas shall be broadcast seeded after surface restoration, in accordance with the specifications.
10. Megalug restraining flanges shall be used at all mechanical joint ductile iron fittings. Transition gaskets shall be used where necessary to connect to existing piping. Payment shall be subsidiary to appropriate bid items.
11. The Contractor shall not remove any trees from the project site without prior approval from the Engineer.
12. The slopes of any ditches or any surfaces that are disturbed shall be returned to their original condition or better. Any ditches that the main crosses and that are open cut shall have their slopes backfilled immediately to its original condition.
13. The Contractor shall coordinate with the District a minimum of 48 hours prior to making connections to any existing water lines or sewer lines.
14. Trench protection in accordance with the specifications shall be used where excavations are deeper than five (5) feet deep or if the bench is less than (5) feet deep and in a dangerous condition. The contractor shall be responsible for all shoring of open pits as required by OSHA and the specifications.
15. The contractor shall keep all work sites in a neat, orderly and safe manner during the course of the construction. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be the responsibility of the contractor and shall be in accordance with all local, state, and federal laws. All work areas and surfaces disturbed by the contractor shall be restored to their original condition or better.
16. The Contractor shall dispose of all materials and rubbish removed from the project site at an off site disposal area in accordance with all local, state, and federal laws. On site burning will not be allowed.
17. The Contractor shall be responsible for removing any trees, stumps, and brush in the areas of construction and where indicated on the plans as necessary to construct the improvements in this project in accordance with all local, state, and federal laws and the scope of work. On site burning will not be allowed. The Contractor shall dispose of all refuse at an off site facility at his own expense. Payment for clearing and disposal will be incidental to the line work.
18. The Contractor shall be responsible for keeping all state and county roads free of dirt, debris, or any other nuisance conditions caused by his activities. The Contractor shall be responsible for the repair of any damage to county or city roads resulting from his operations.
19. All disturbed areas of the project site shall be broadcast seeded in accordance with the specifications. Any damage to existing facilities or ground surfaces by the Contractor will be replaced to its original condition by the Contractor at no additional cost to the Owner.
20. All water lines to be abandoned shall have the end of the pipes capped or plugged concreting to the details. Thrust blocking shall be constructed at the ends of all capped or plugged water lines that will still be receiving water pressure from the existing mains. Payment for abandonment of water lines will be incidental to other appropriate bid items.
21. Any elevation changes necessary on the proposed water or sewer lines that require 45° fittings that are not shown on the plans shall be installed at no additional cost to the owner.
22. The Contractor shall notify all land owners who will have their service lines reconnected to the new water mains or sewer mains a minimum of 48 hours prior to making connections.
23. Any work that is called for in the plans that is not included in a specific bid item shall be considered incidental to the appropriate bid items, with no additional cost to the owner.
24. The Contractor shall verify existing lateral water line sizes that are shown to be connected to new mains on the plans prior to installing branch tees or taps. The contractor shall notify the Engineer of any different water line sizes found prior to installing the lateral tees or taps.
25. If unstable or wet soil conditions are encountered in the trench bottom, the Contractor shall cease work and stabilize the unstable area according to the method called for in the specifications. The Contractor must obtain the approval of the Engineer prior to placement of such material. There will be no additional payment for trench bottom stabilizing or dewatering, regardless of the method used.
26. All underground fittings shall be ductile iron according to the specification. The Contractor shall construct thrust blocks at all bends and tees as approved by the Engineer. See thrust block details.
27. All proposed water mains & sewer mains shall have a minimum of 36" of cover including ditch crossings and bores.
28. The Contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
29. All drainage structures shall be cleaned and outlet channels unobstructed on a daily basis.
30. All existing signs and sign posts within the limits of construction are to be removed during construction and replaced upon completion to prevent damage. Any signs or posts damaged by the Contractor shall be replaced at his entire expense. There will be no direct expense for this work, but it shall be considered subsidiary to the various bid items of the contract.
31. Erosion control will be subsidiary to other items.
32. Valve markers shall be placed at all valves that are outside of pavement. Payment shall be incidental to appropriate bid items.
33. If an open pit is to be left unbackfilled overnight, all open pipes in the pit shall be plugged. Open pits shall be barricaded and roped off and warning signs shall be placed directing pedestrian traffic around the pit. If an open pit is left overnight in the roadway, lighted signs shall be used in accordance with the "Manual on Uniform Traffic Control Devices" as adopted by TxDOT. No driveway or intersection shall be left blocked overnight by the Contractor's operations. The Contractor shall be responsible for all maintenance of the traveway and appurtenances within the barricades for the duration of the project.
34. The Contractor shall follow the alignments as shown on the plans. Deviations shall only be allowed in order to avoid existing facilities and then only with the approval of the Engineer. All deviations from the plan sheets shall be shown on the "As Built" plans.
35. Driveway widths shown on the plans are approximate.
36. The Contractor shall install a ductile metal tracer wire for the location of all sanitary sewer service lines installed in this project. The tracer wire shall conform to the following:
    A. The tracer wire shall be minimum 12 gauge solid coated wire (THHN rubber coating).
    B. Contractor shall install tracer wire on top of sanitary sewer service lines, secure to main every 5' with tape.
    C. Loops of tracer wire shall be brought up to the side of each grinder pump station to provide access for connecting the locator in a manner consistent with the recommendations of the manufacturer.
    D. Payment for furnishing and installing tracer wire and connections shall be incidental to the construction of the sanitary sewer service lines.
    E. Connections made on tracer wire shall be soldered and taped.
38. The Owner shall supply water for the testing and sterilization of the water line and sewer line. If the line fails and a retest or additional sterilization is necessary the Contractor will pay the Owner for water to refill the line the second time.
39. The water lines & sewer lines will cross or closely parallel existing culvert pipe in various locations. In the event that any culverts are removed or damaged, the contractor shall relay or replace the culvert pipe to their existing condition or better. Replacement culvert shall be the same size and type as the existing pipe, laid to the same alignment and grade. Existing culvert pipe to be reinstalled shall be free of any damage and shall be cleaned out prior to replacement. All such work shall be incidental to the line work bid item. No additional payment will be made for boring under culverts or drainage structures not indicated on the plans.
40. All signage and safety markings for construction purposes shall be in accordance with TxDots "Manual on Uniform Traffic Control Devices".
41. All driveways and parking areas with material (rock, concrete, and asphalt) shall be bored. All roads shall be bored. Some driveways may be open cut. Payment for all boring shall be incidental to appropriate bid items.
42. No bores over 60' in length shall be made without prior engineer approval.
43. Payment for individual fittings and valves shall only be made where specifically called for on the plans and provided for individually in the bid proposal. Fittings along the lines will be considered incidental to the line work. Fittings associated with the connection to a water line or sewer line will be included in the connection bid item, if specifically provided for in the bid proposal. Valves called for at a connection to existing water lines & sewer lines will also be considered part of the connection bid item for Hot taps and all connections to existing 2" water lines. All 3" and 8" valves called for not associated with a Hot Tap shall be paid for individually."
44. If the associated disturbance will exceed 1 acre for the overall project, a Storm Water Pollution Prevention Plan shall be required. If a SWPPP is necessary the cost shall be incidental to the appropriate bid items.
45. All concrete shall be 3000 psi concrete.
46. The Contractor shall seal the end of the new water lines & sewer lines at the end of each day during installation to prevent anything from entering pipes.
47. Prior to ordering any materials or beginning any construction, the Contractor shall field verify horizontal and vertical location of all existing utilities which will or could impact the Contractor's work whether or not shown on the plans. If there is any discrepancy between the plans and the actual field conditions, then the Contractor shall notify the Owner and/or Engineer before proceeding with any work and before ordering any materials affected by the discrepancy.
48. The Contractor shall video all roadways and right of ways in which work will be performed prior to work beginning. Videos shall include date notation and audio identification of the roadways and locations. This pre-construction video taping of impacted roadways shall be considered subsidiary work.
49. The Contractor shall notify all land Owners who will have their service lines reconnected to the new water mains, by providing door hangers a minimum of 48 hours prior to making connections. Door hangers shall be approved by the engineer prior to the contractor proceeding.
50. The Contractor shall pump out contents of existing septic tank and dispose of in accordance with all local, state, and federal laws. He shall manifest evidence of such disposal.

TRAFFIC CONTROL

1. The Contractor shall maintain at least one line of traffic open at all times when working within or crossing a public road right-of-way, unless otherwise noted. All work shall be limited to County right-of-way and easements. The Contractor shall notify the City and the Engineer at all school or bus stations and construction schedules. All signage and safety markings for construction purposes shall be in accordance with TxDots "Manual on Uniform Traffic Control Devices."
2. The Contractor shall be responsible for traffic control and detours around intersections and roads that will be shut down to thru traffic in any direction. Detour signs shall give directions and have flashing lights.
3. If the Contractor's operations shall block driveways, the Contractor shall notify those residences and make provisions for residents' access to and from their homes. Driveways shall not be left blocked over night.
4. The Contractor shall submit a detour and traffic control plan if requested by the Engineer for any road closure necessary.

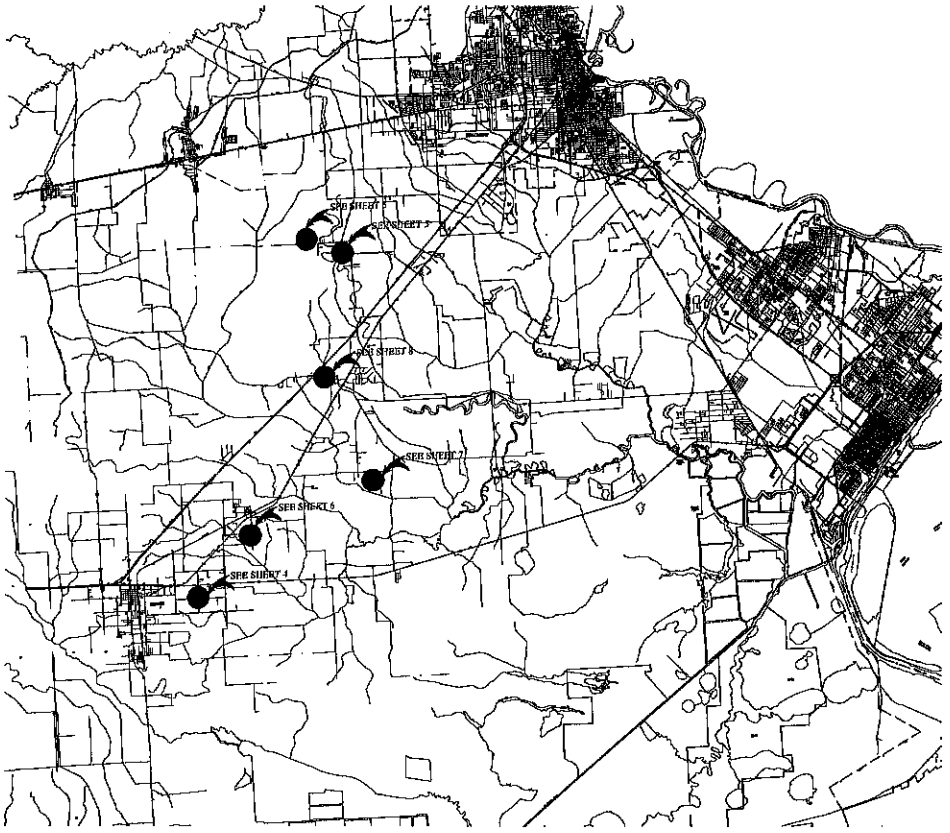
APPROVED: L.M. 2000 — RONT/BRD-JEFFERSON COUNTY\2000 — OLD CDEG PROJ V — OWNER PUMP STATION\DGN\1957-1003-00 CONSTRUCTION NOTES.DWG

Plot Date : 1/21/02 File Name : 1957-1003 File Server No : 1957-1003/210	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TONY J. DAVIS, P.E. 81010. ON 2/19, 20 01	No.	Revisions	By	Checked	Date	LJA Engineering, Inc. 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3353 Fax 409.833.0317 FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

CONSTRUCTION NOTES

Action	Name	Date
Design	WB	1/02
Drawn	KH	1/02
Checked	MB	1/02
Approved	WB	1/02
Scale	AS SHOWN	
Sheet	02 of 22	



SCALE: NTS

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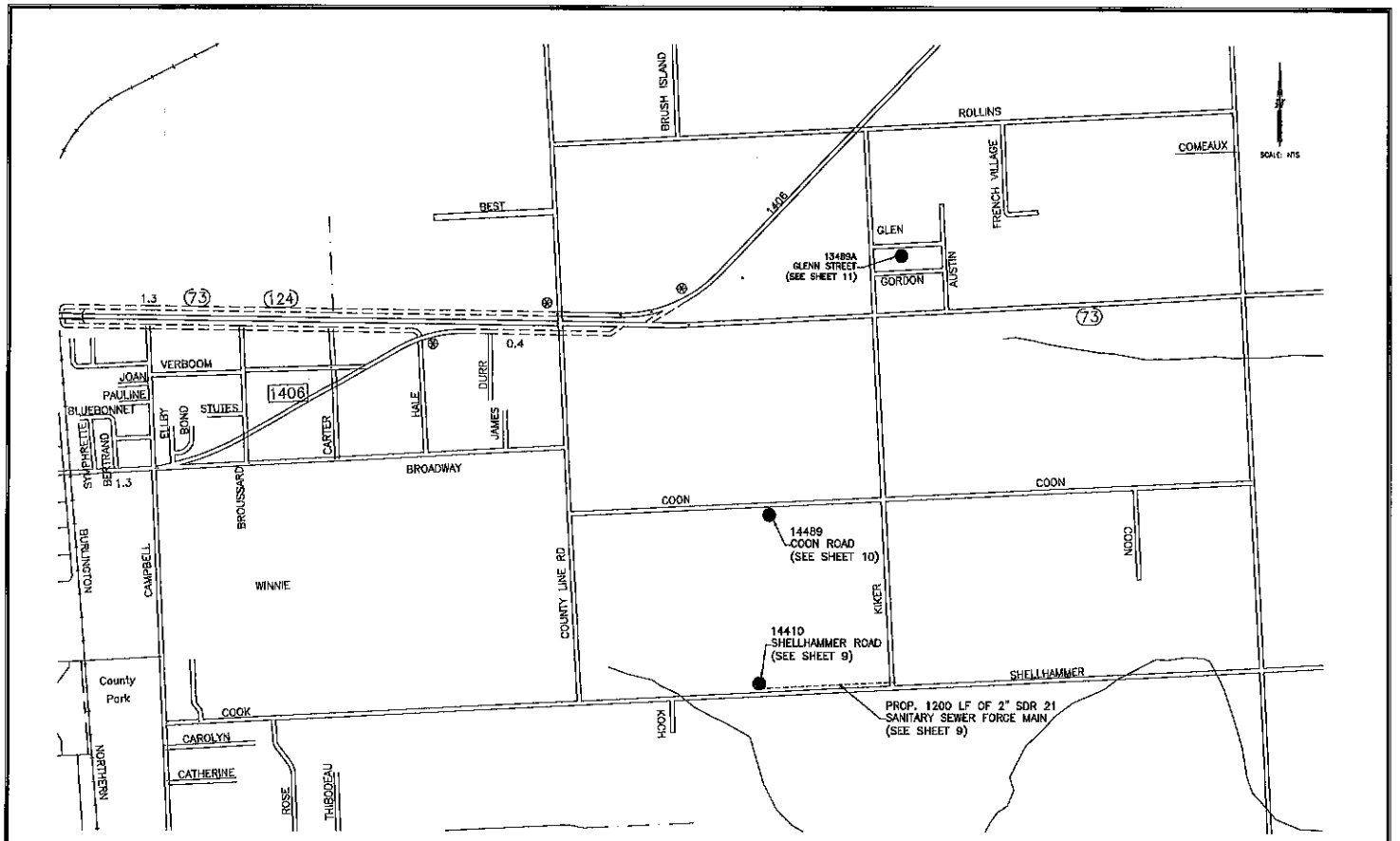
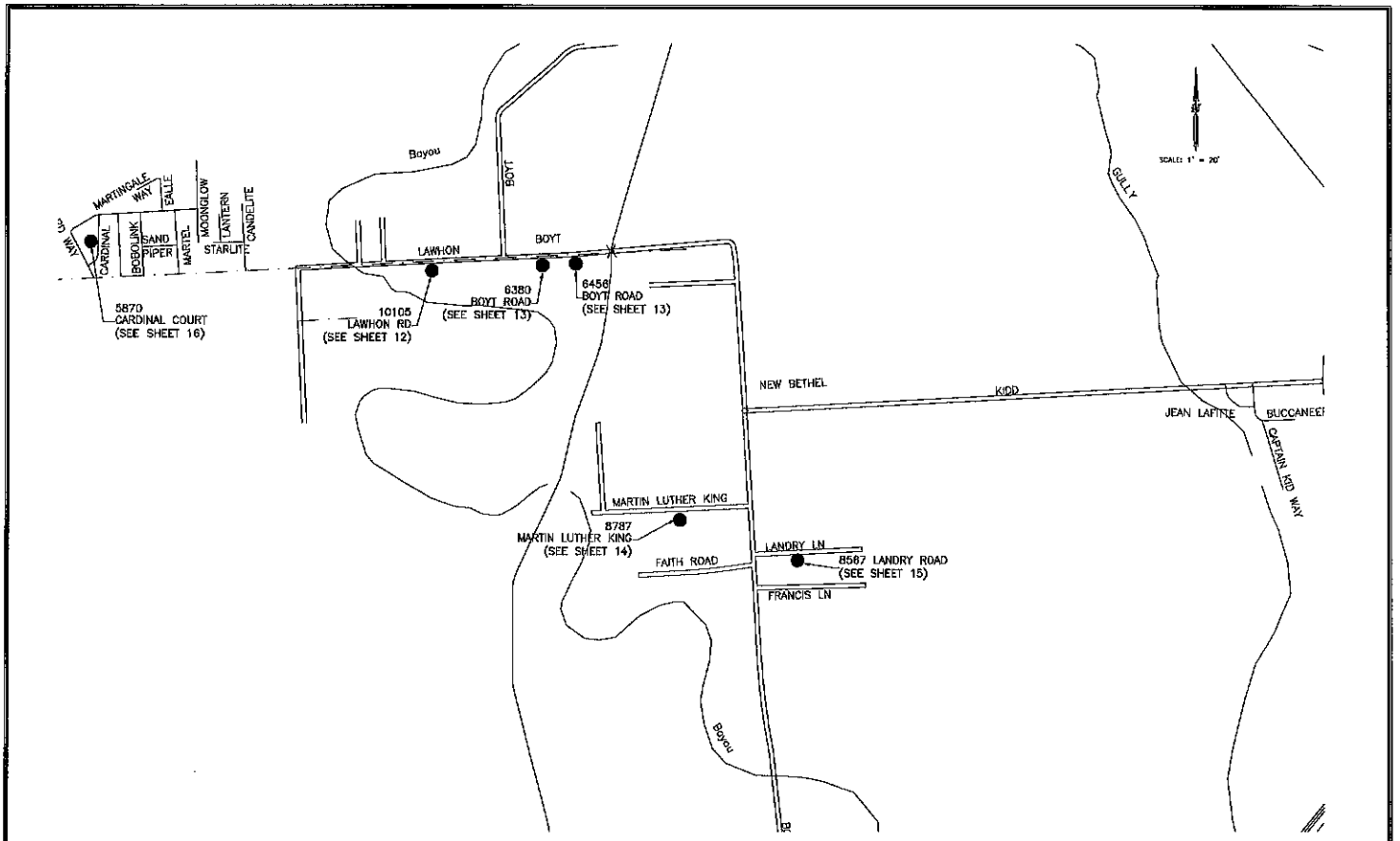
JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

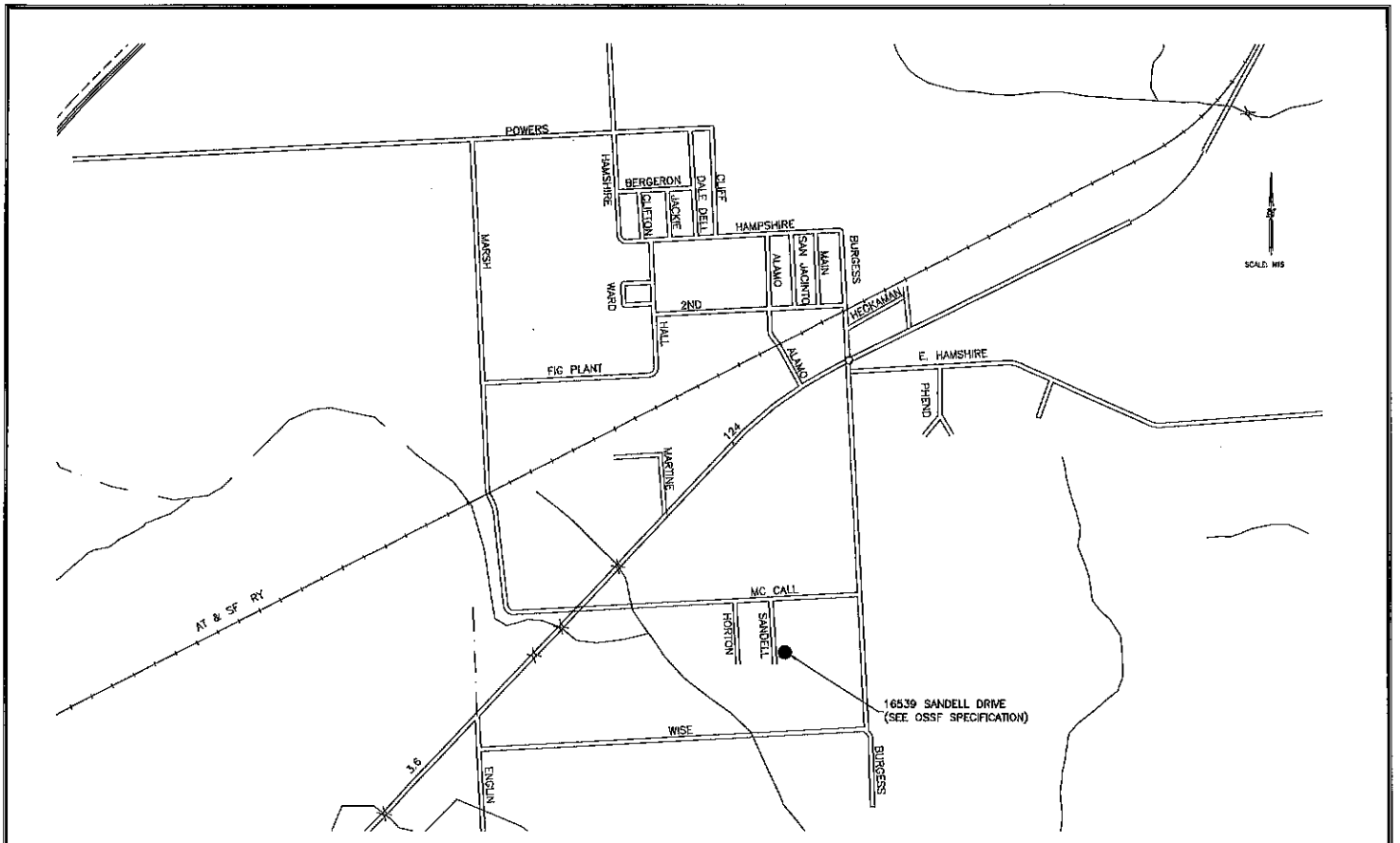
OVERALL PROJECT LOCATION MAP



Date: 6/21/2022 File Name: 2022/1003 File Drawer No.: 2007/1002/CAD	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. EVANS, P.E. 81819, On: 6/21, 2022	No.	Revisions	By	Checked	Date	LJA Engineering, Inc. 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3363 Fax 409.833.0317 FRN - F-1386	JEFFERSON COUNTY, TEXAS PHASE IV FIRST TIME SANITARY SEWER PROJECT CDBG PROJECT NO. 7218240 HOUSE INDEX MAPS	Action: Name: Date: Design: TCD 06/22 Drawn: TCD 06/22 Checked: JAB 06/22 Approved: TCD 06/22 Scale: AS SHOWN Sheet: 4 of 10



Date: 8/25/2021 File Name: 2007/2008 File Drawer No.: 2007/2008/Cad	WE LJA, APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY [illegible] ON 8/25, 2021	No.	Revisions	By	Checked	Date	**LJA Engineering, Inc.** 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3363 Fax 409.833.0317 FRN - F-1386	JEFFERSON COUNTY, TEXAS PHASE IV FIRST TIME SANITARY SEWER PROJECT CDBG PROJECT NO. 7218240 HOUSE INDEX MAPS	Action: Name: Date Design: TJD 08/21 Drawn: JSB 08/21 Checked: JAB 08/21 Approved: TJD 08/21 Scale: AS SHOWN Sheet: 6 of 16



Date: 8/11/2021 File Name: 2021/1003 File Server No.: 2021/1003/CAD	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. DAVIS, P.E. 97918. ON 8/10, 2021	No.	Revisions	By	Checked	Date	LJA Engineering, Inc. 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3363 Fax 409.833.0317 FRN - F-1386	JEFFERSON COUNTY, TEXAS PHASE IV FIRST TIME SANITARY SEWER PROJECT CDBG PROJECT NO. 7218240 HOUSE INDEX MAPS	Action / Name / Date Design TJD 08/21 Drawn BH 08/21 Checked JAD 08/21 Approved TJD 08/21 Scale AS SHOWN Sheet 1 OF 10

RE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TONY J. PARE, P.E. 81919. ON 2/10, 20 23

No.	Revision	By	Checked	Date

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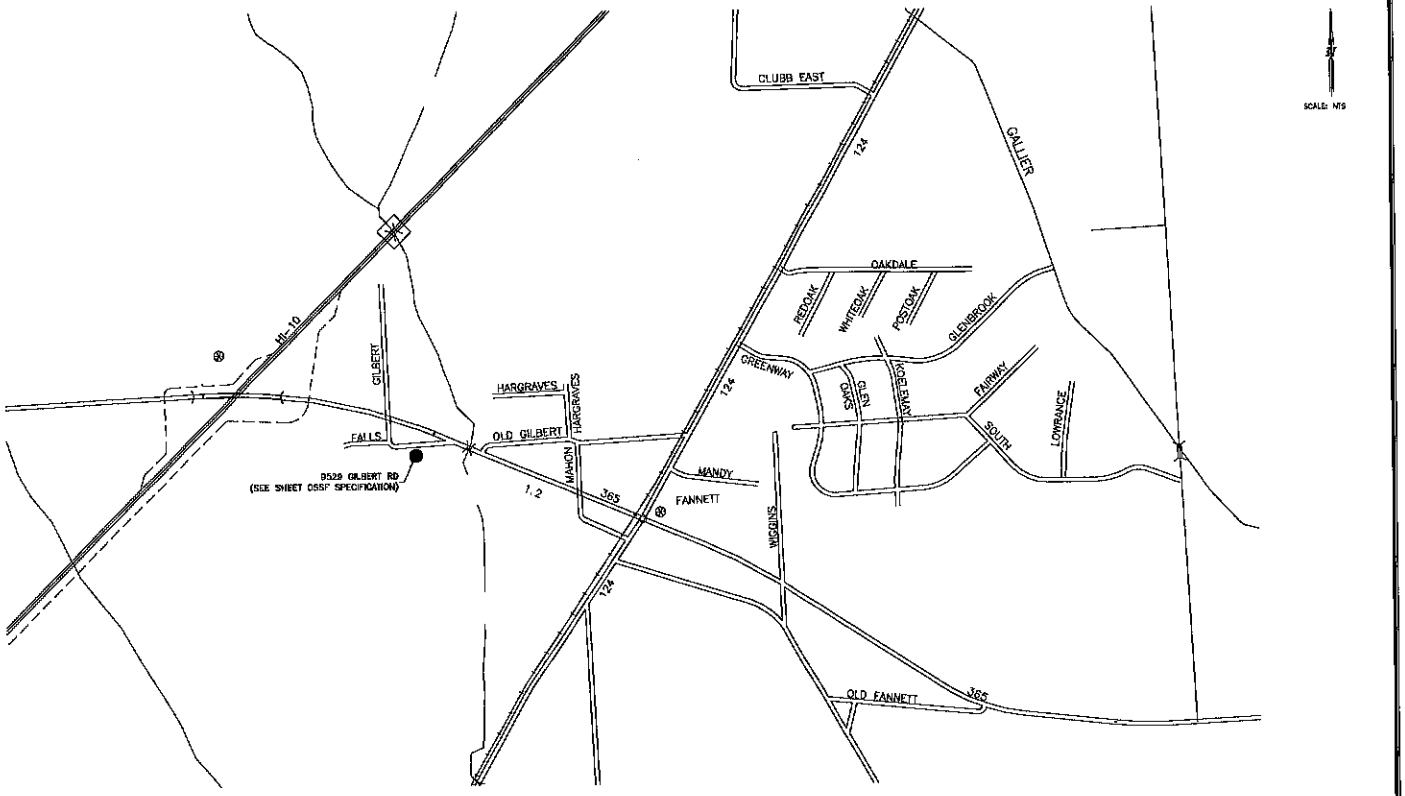
JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

HOUSE INDEX MAPS

Action	Prior	Date
Design	TJD	02/23
Drawn	AH	02/23
Checked	JMD	02/23
Approved	TJD	02/23
Scale	AS SHOWN	
Sheet	1 of 18	



Date : 8/11/2021	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. DAVIS, P.E. 91919. DATE: Aug. 20, 21	No.	Revisions	By	Checked	Date
File Name : 8839/0001						
File Number No. : 8839/2/0001/Civil						

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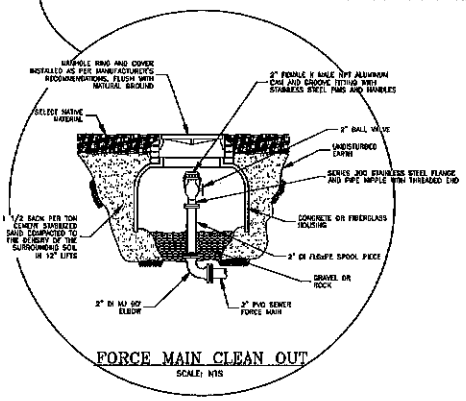
JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

HOUSE INDEX MAPS

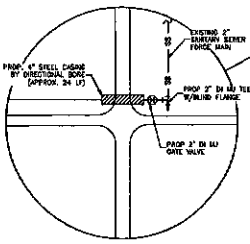
Action	Name	Date
Design	TJD	08/21
Drawn	RJJ	08/21
Checked	JAD	08/21
Approved	TJD	08/21
Scale	AS SHOWN	
Sheet	8 of 18	

SCALE: 1" = 40'



FORCE MAIN CLEAN OUT

SCALE: NTS



NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION MAY VARY FOR EACH HOUSE

LEGEND

● PP	POWER POLE	●	MANHOLE
✱ LP	LIGHT POLE	○ CO	CLEAN OUT
✱ FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
⊣ WA	WATER AUGER		PROPOSED WATER LINE
▲ TB	TRAFFIC BOX	SS	SANITARY SEWER LINE
LS	LANDSCAPING	W	WATER LINE
TNB	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
EB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	TO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
8816	ADDRESSES		BUSHES
			TREES

Date: 6/21/2001
File Name: 1613/1202
File Drawer No.: 2001/1202/LAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TODY J. DAVIS, P.E. 81819, ON 21st, 2001

No.	Revisions	By	Checked	Date

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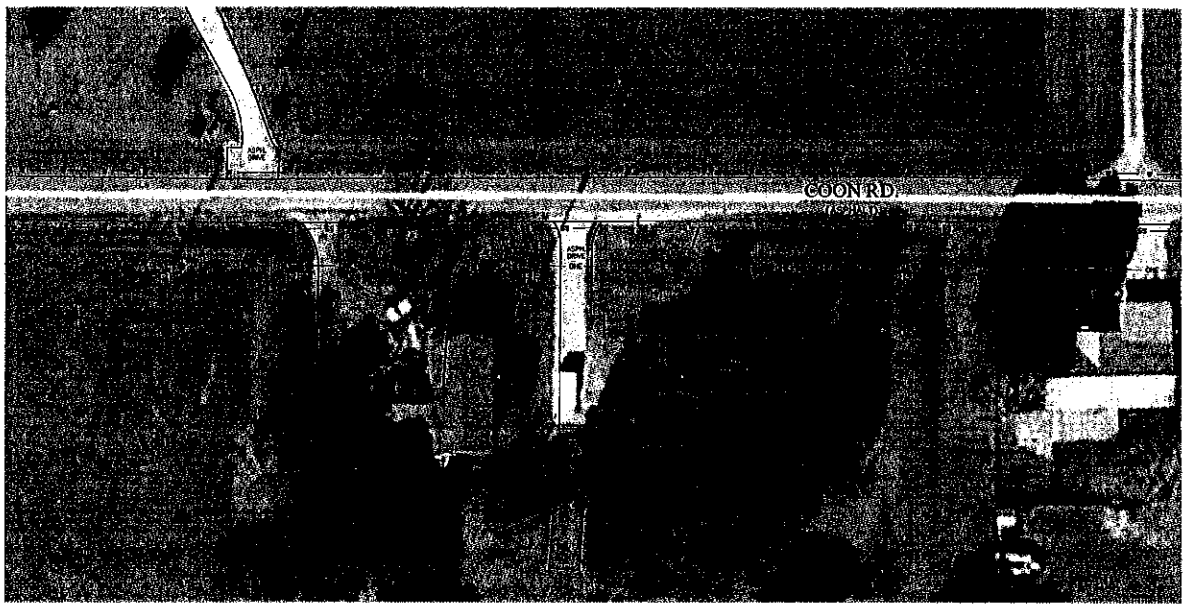
JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 721B240

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	TJD	06/01
Drawn	WH	06/01
Checked	WH	06/01
Approved	TJD	06/01
Scale	AS SHOWN	
Sheet	8 OF 22	



SCALE: 1" = 20'

LEGEND

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. DAVIS, P.E. 81819. ON 8/29, 2021

No.	Revision	By	Checked	Date

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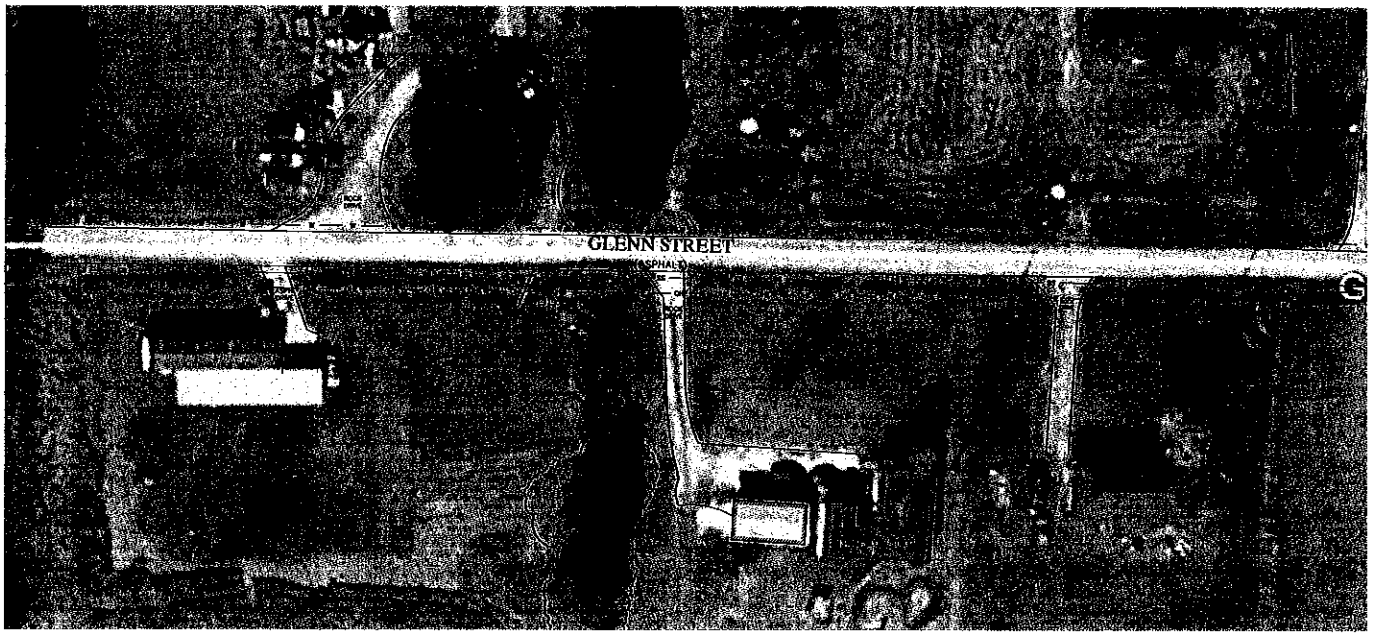
JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	SW	01/21
Drawn	KH	01/21
Checked	MW	01/21
Approved	SW	01/21
Scale	AS SHOWN	
Sheet	10 of 19	



LEGEND

● PP	POWER POLE	● CO	MANHOLE
● LP	LIGHT POLE	CO	CLEAN OUT
FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
GA	GUY ANCHOR		PROPOSED WATER LINE
TS	TRAFFIC SIGN	SS	SANITARY SEWER LINE
L/S	LANDSCAPING	W	WATER LINE
WOB	WOOD BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
ESB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	CAB	UNDERGROUND CAB LINE
CMP	CORRUGATED METAL PIPE	ELEC	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1234	ADDRESSES		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LIFT SYSTEM. THE EXIST SYSTEM LOCATION WILL VARY FOR EACH HOUSE

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TODD J. GANS, P.E. 81819, ON 2/19/21

No.	Revisions	By	Checked	Date

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JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7216240

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	TJG	01/21
Drawn	RJT	01/21
Checked	JAB	01/21
Approved	TJG	01/21
Scale	AS SHOWN	
Sheet	17 of 18	

LEGEND

● PP	POWER POLE	● CO	SANITARY SEWER CLEAN OUT
✱ LP	LIGHT POLE	———	PROPOSED SANITARY SEWER LINE
⊕ FH	FIRE HYDRANT	———	PROPOSED WATER LINE
→ GA	GUY ANCHOR	SS	SANITARY SEWER LINE
▲ TS	TRAFFIC SIGN	W	WATER LINE
L.S.	LANDSCAPING	X	CHAIN LINK FENCE
⊡ WM	W Box	//	WOOD FENCE
⊡ WM	WATER METER	TEL	UNDERGROUND TELEPHONE LINE
⊡ EB	ELECTRICAL SERVICE BOX	FO	UNDERGROUND FIBER OPTICS
⊡ EJB	ELECTRICAL JUNCTION BOX	GAS	UNDERGROUND GAS LINE
RCP	REINFORCED CONCRETE PIPE	UGE	UNDERGROUND ELECTRIC LINE
CMP	CORRUGATED METAL PIPE	OHE	OVERHEAD ELECTRIC LINE
	BUILDING		PROPERTY LINE
CONC	CONCRETE		BARBED WIRE
1234	ADDRESSES		WOOD

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATIONS WILL VARY FOR EACH HOUSE

G:\PROJECTS\ LJA 2002 – 2002\0613 -JEFFERSON COUNTY\2003 – OLD CDBG PHASE IV – CONNER PARK SEWER\CAD\SHEET-2003-03-15 PLAN SHEET.DWG

Date : 6/21/2005
File Name : 2003/1009
File Drawer No. : 2003/1009/CLD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. DAVIS, P.E. 81918.
ON 6/21, 20 05

No.	Revisions	By	Checked	Date

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JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7216240

SANITARY SEWER PLAN SHEET

Action	Plans	Date
Design	TJD	06/05
Drawn	KH	06/05
Checked	JLD	06/05
Approved	TJD	06/05
Scale	AS SHOWN	
Sheet	22 OF 30	

SCALE: 1" = 20'

LEGEND

● PP	POWER POLE	● CO	CLEAN OUT
☀ LP	LIGHT POLE		PROPOSED SANITARY SEWER LINE
FH	FIRE HYDRANT		PROPOSED WATER LINE
GA	GUY ANCHOR	SS	SANITARY SEWER LINE
TB	TRAFFIC BOX	W	WATER LINE
UB	UNDERGROUND	X	CHAIN LINK FENCE
TVB	TV BOX	//	WOOD FENCE
WM	WATER METER	TEL	UNDERGROUND TELEPHONE LINE
EMB	ELECTRICAL SERVICE BOX	FO	UNDERGROUND FIBER OPTICS
TJB	TELEPHONE JUNCTION BOX	GAS	UNDERGROUND GAS LINE
RCP	REINFORCED CONCRETE PIPE	UGE	UNDERGROUND ELECTRIC LINE
CMP	CORRUGATED METAL PIPE	OHE	OVERHEAD ELECTRIC LINE
	BUILDING		PROPERTY LINE
	CONCRETE		MARKER
	ASPHALT		TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

G:\PROJECTS\LJA 2003 — 2003\2003-1\JEFFERSON COUNTY\2003-1003 — OLD CBBS PHASE IV — GRINDER PUMP STATION\CAD\2003-1003-01-16 PLAN SHEET.DWG

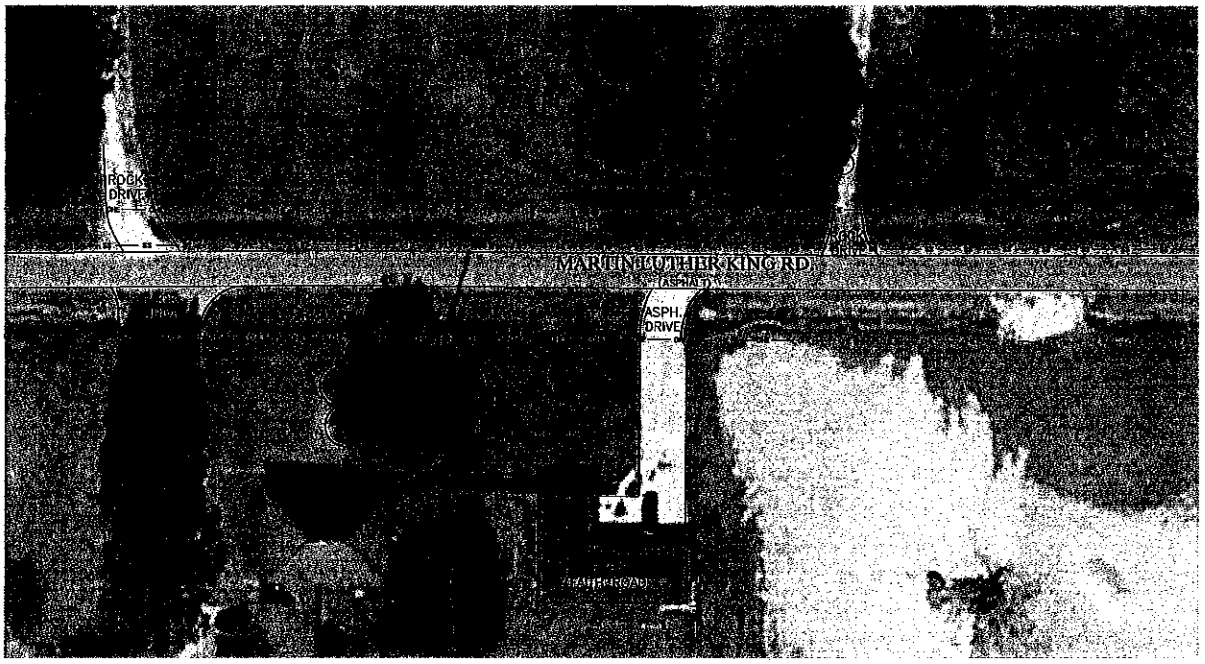
Date:	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TONY J. DAVIS, PE. 81910.	No.	Revisions	By	Checked	Date
5/15/2003	DAY 2nd OF May, 2003					
File Name: 2003/2003						
File Drawer No: 2003/1003/CAD						

LJA Engineering, Inc.
2515 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.3317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	TJD	01/03
Drawn	RH	01/03
Checked	JAD	01/03
Approved	TJD	01/03
Scale	AS SHOWN	
Sheet	12 of 16	



SCALE: 1" = 20'

LEGEND

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. LAKE, P.E. 81919, ON 2/10/, 2021

No.	Revision	By	Checked	Date

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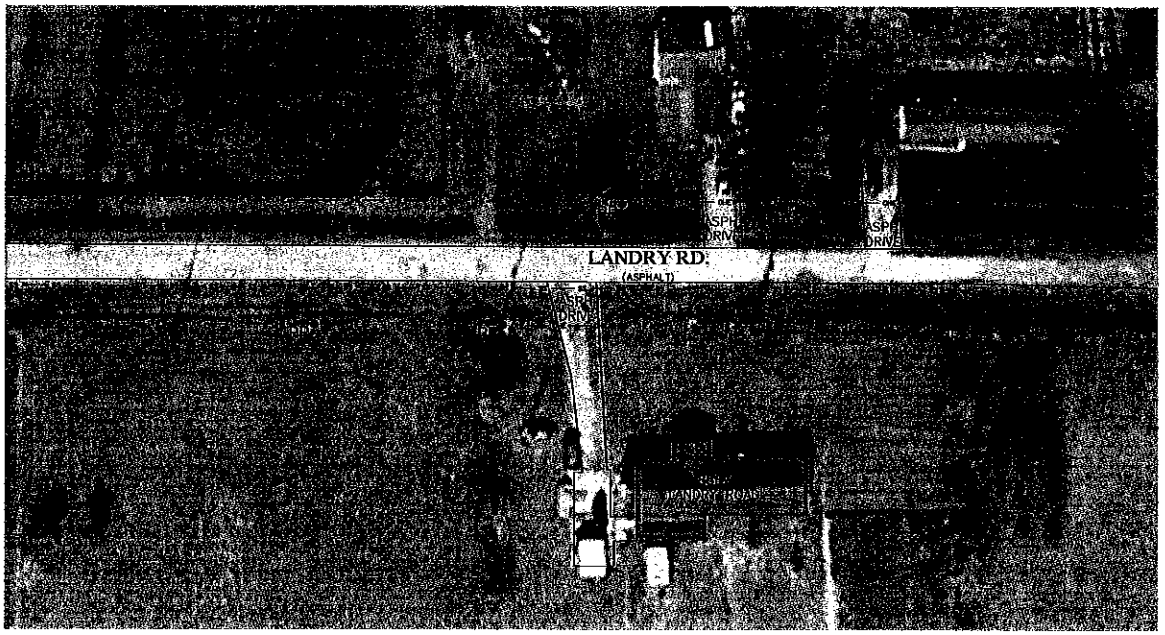
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	TJO	01/21
Drawn	JDH	01/21
Checked	JAB	01/21
Approved	TJO	01/21
Scale	AS SHOWN	
Sheet	14 OF 28	



SCALE: 1" = 20'

LEGEND

●	PP	POWER POLE	
●	LP	LIGHT POLE	
⊕	FH	FIRE HYDRANT	
⊸	GA	GUY ANCHOR	
⌒	TS	TRAFFIC SIGN	
	LS	LANDSCAPING	
TV	TVBR	TV BOX	
	WM	WATER METER	
EB	EPB	ELECTRICAL SERVICE BOX	
	TJB	TELEPHONE JUNCTION BOX	
	RCP	REINFORCED CONCRETE PIPE	
	CMP	CORRUGATED METAL PIPE	
		BUILDING	
		CONCRETE	
1234		ADDRESSES	
		PROPOSED MANHOLE	
		CLEAN OUT	
		PROPOSED SANITARY SEWER LINE	
	SS	EXISTING SANITARY SEWER LINE	
	W	WATER LINE	
	X	CHAIN LINK FENCE	
	//	WOOD FENCE	
	TEL	UNDERGROUND TELEPHONE LINE	
	FO	UNDERGROUND FIBER OPTICS	
	GAS	UNDERGROUND GAS LINE	
	UEC	UNDERGROUND ELECTRIC LINE	
	OHE	OVERHEAD ELECTRIC LINE	
		PROPERTY LINE	
		BUSHES	
		TREES	

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPGS SYSTEM. THE LPGS SYSTEM LOCATION WILL VARY FOR EACH HOUSE.

D:\PROJECTS\LJA 2000 — 2000\2007-JEFFERSON COUNTY\1003 — OLD CBDG PHASE VI — GRINDER PUMP DRAWINGS\GP2007-1003-00-ML PLAN SHEET.DWG

Date:	
6/21/2008	
File Name:	
2007/1003	
File Drawer No.:	
2007/1003/CAD	

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81818.
ON 6/20, 2008

No.	Revision	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0347
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218040

SANITARY SEWER PLAN SHEETS

Jobno	Name	Date
Design	TVD	06/08
Drawn	TVD	06/08
Checked	JAB	06/08
Approved	TVD	06/08
Scale	AS SHOWN	
Sheet	10 of 12	

SCALE: 1" = 20'

LEGEND

● PP	POWER POLE	⊕ CO	CLEAN OUT
☼ LP	LIGHT POLE	——	PROPOSED SANITARY SEWER LINE
FH	FIRE HYDRANT	—— ——	PROPOSED WATER LINE
GA	GUY ANCHOR	— SS —	SANITARY SEWER LINE
TP	TRAFFIC SIGN	— W —	WATER LINE
LS	LANDSCAPING	— X —	CHAIN LINK FENCE
TVB	TV BOX	— // —	WOOD FENCE
MH	SEWER MANHOLE	— TEL —	UNDERGROUND TELEPHONE LINE
ESB	ELECTRICAL SERVICE BOX	— FO —	UNDERGROUND FIBER OPTICS
TJB	TELEPHONE JUNCTION BOX	— CATV —	UNDERGROUND CATV LINE
RCP	REINFORCED CONCRETE PIPE	— UGE —	UNDERGROUND ELECTRIC LINE
CMP	CORRUGATED METAL PIPE	— OHE —	OVERHEAD ELECTRIC LINE
	BORING		PROPERTY LINE
	ASPHALT		BUSHES
1234	ADDRESSES		TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

C:\PROJECTS\LJA 2000 - 2999\1857-JEFFERSON COUNTY\1003 - CDBG 2000 PHASE IV - SEWER PLAN SHEETS\CAD\1857-1003-SW-10 PLAN SHEET.DWG

Date : 4/23/2007
File Name : 1857/1003
File Number No. : 1857/1003/010

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TONY J. DAVIS, P.E. 81918.
ON 4/23, 2007

No.	Revisions	By	Checked	Date

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2615 Calder Avenue, Suite 600
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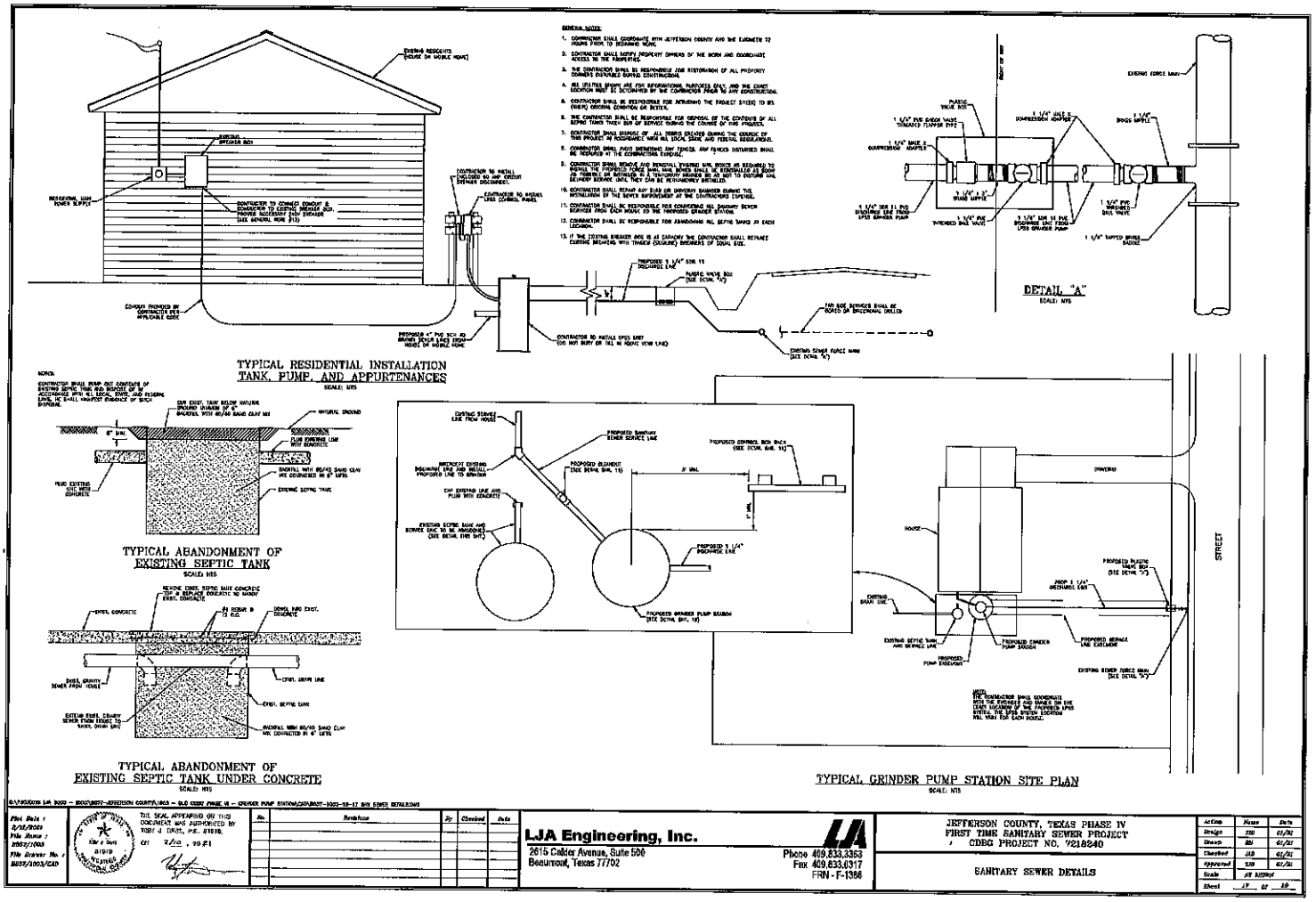
Fax 409.833.0317
FRN - F-1386

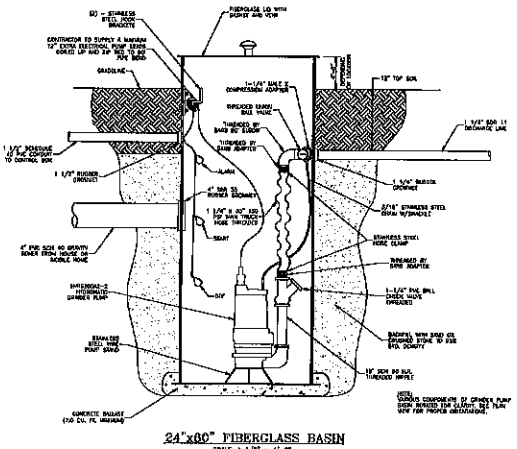
JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

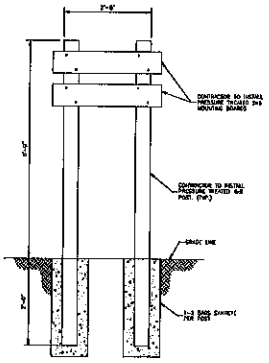
Action	Name	Date
Design	TJD	01/07
Drawn	BJF	01/07
Checked	DJB	01/07
Approved	TJD	01/07
Scale	AS SHOWN	
Sheet	10 of 12	



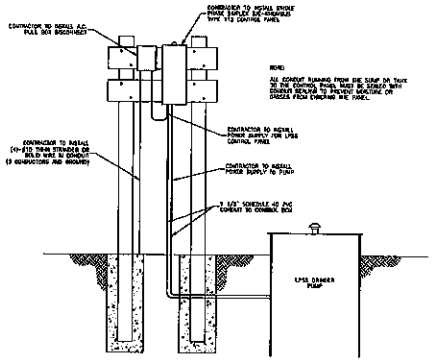
Plot Date / 8/25/2021 File Name / 2003/1003 File Drawer No. / 2003/1003/CAD	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ROBT J. DROST, P.E. 81919. DATE 7/26, 20 21	No.	Revision	By	Checked	Date	LJA Engineering, Inc. 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3353 Fax 409.833.0317 FRN - F-1386	JEFFERSON COUNTY, TEXAS PHASE IV FIRST TIME SANITARY SEWER PROJECT CDBG PROJECT NO. 7218040 SANITARY SEWER DETAILS	Action / Name / Date Design / DH / 01/21 Drawn / BH / 01/21 Checked / JLB / 01/21 Approved / DJH / 01/21 Scale / AS SHOWN Sheet / 17 OF 20



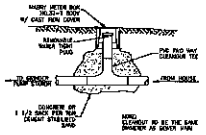
24"x30" FIBERGLASS BASIN
SCALE: 1 1/2" = 1'-0"



CONTROL BOX RACK DETAIL
SCALE: 1" = 1'-0"



CONTROL BOX MOUNT DETAIL
SCALE: 1" = 1'-0"



TYPICAL SANITARY SEWER LINE CLEANOUT
SCALE: NTS

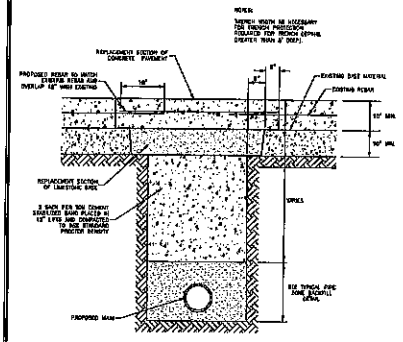
G:\PROJECTS\LJA 0000 - 0000\0857-JEFFERSON COUNTY\1802 - OLD DOSE PHASE VI - GRINDER PUMP BACKUP\CAD\02-3003-19-12 SDN SEWER DETAILS.dwg

Plot Date: 8/31/2021 File Name: 3003-1903 File Drawer No.: 0857/1006/CAD	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ROBT J. DAVIS, P.E. 81818. ON 8/31, 2021	No.	Revisions	By	Checked	Date	LJA Engineering, Inc. 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3363 Fax 409.833.3317 FRN - F-1386

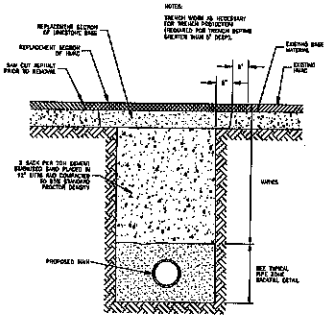
JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER DETAILS

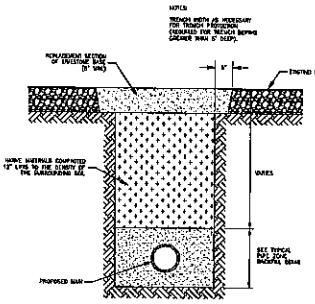
Action	Name	Date
Design	DJD	08/21
Drawn	BJT	08/21
Checked	JMD	08/21
Approved	DJD	08/21
Scale	AS SHOWN	
Sheet	18 of 19	



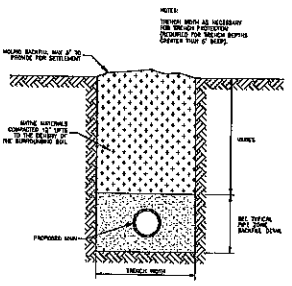
TYPICAL SURFACE RESTORATION
IN CONCRETE PAVEMENT



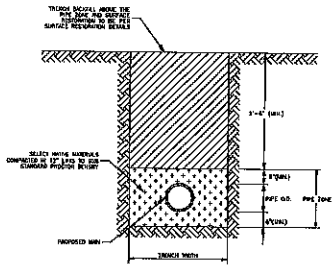
TYPICAL SURFACE RESTORATION
IN ASPHALT PAVEMENT



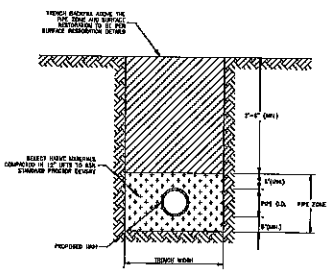
TYPICAL SURFACE RESTORATION
IN ROCK DRIVEWAY



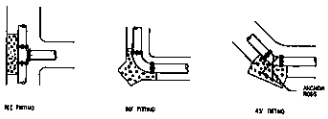
TYPICAL SURFACE RESTORATION
OUTSIDE OF PAVEMENT



TYPICAL PIPE ZONE BACKFILL
FOR MAINS INSIDE OF PAVEMENT



TYPICAL PIPE ZONE BACKFILL
FOR MAINS OUTSIDE OF PAVEMENT



FITTING	PIPE SIZE (IN)	BEARING SURFACE (SF)	SIZE
90° BEND	2	0.58	0.5' x 0.5'
	3	1.31	1.1' x 1.1'
	4	2.33	2.2' x 2.2'
45° BEND	2	0.33	0.5' x 0.5'
	3	0.73	0.9' x 0.9'
	4	1.63	1.3' x 1.3'
22½° BEND	2	0.16	0.4' x 0.4'
	3	0.37	0.6' x 0.6'
	4	0.67	0.8' x 0.8'
TEE, VALVE, OR PLUG	2	0.42	0.6' x 0.6'
	3	0.94	0.9' x 0.9'
	4	1.72	1.3' x 1.3'

1. Press plugs are based on a soil bearing value of 1500 psf and a pipe thrust with 250 psi test pressure.
2. The Contractor shall be responsible for verifying the soil bearing value for the soil encountered.
3. Thrust blocks shall be cast against undisturbed soil using 3000 psi concrete.
4. Joints shall not be encased in concrete.
5. All anchor rods, restrained joint rods and bolts, and restraining flange bolts and bolts shall be stacked with heat No. 9245.
6. Underground pipe clamps in conjunction with concrete thrust blocking shall be used where encountered at different piping presents normal thrust blocking methods. Such clamps shall be of an equal to Ebaro.

TYPICAL THRUST BLOCKING

D:\PROJECTS LJA 2002 – 9002\9057–JEFFERSON COUNTY\1003 – CDBG 2002 PHASE VI – GRANDER PARK 9002H\CAD\SHEET–1003–18 TRENCH DETAILS.DWG

Plot Date: 8/21/2002	File Name: 9057/1003	File Drawer No.: 9057/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TONI J. BARR, P.E. 71918. ON 8/19, 20 01.

No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN-F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

TRENCH DETAILS

Action	Name	Date
Design	TJB	01/01
Drawn	BP	01/01
Checked	JAB	01/01
Approved	TJB	01/01
Scale	AS SHOWN	
Sheet	18 of 18	

Vendor References Form

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 Bride City

Address: 260 Rachel Ave Bridge City, Tx 77611

Contact Person and Title: Mike Lund - Director of Public Works

Phone: 409-735-6801 Fax:

Email Address: mlund@bridgecitytx.com Contract Period: 1/2020 - 8/2020

Scope of Work: Reshaping/Regrading of Roadside Ditches

REFERENCE TWO

Government/Company Name: City of Vidor

Address: 460 E Bolivar St. Vidor, Tx 77662

Contact Person and Title: David LeJune Director of Public Works

Phone: 409-769-2669 Fax:

Email Address: dlejune@ocwc1.com Contract Period: 2/2021 - 4/2021

Scope of Work: N Hwy 105 Water Utility Line Extension

REFERENCE THREE

Government/Company Name: City of West Orange

Address: 2526 Western Ave West Orange, TX 77630

Contact Person and Title: Russell Love

Phone: 409-883-4003 Fax: _____

Email Address: _____ Contract Period: 2019-2020

Scope of Work: Sanitary Sewer Service Line Replacement/Repair

Bidder: Complete & Return this Form with Offer.

Signature Page

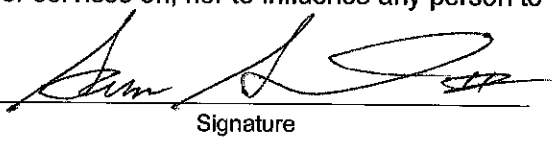
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

Jet Aeration of Texas, LLC	
Bidder (Entity Name)	Signature
21232 IH-10	Sam Stroud II
Street & Mailing Address	Print Name
Vidor, TX 77662	3/23/2021
City, State & Zip	Date Signed
409-769-1500	409-769-3577
Telephone Number	Fax Number
Sam.S@team-jet.com	
E-mail Address	

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
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: Complete & Return this 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.

Sam Stroud II
Printed Name of Authorized Representative

Signature

Owner
Title

3/24/2021
Date

Bidder: Complete & Return this 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: Jet Aeration of Texas, LLC HUB: ☐ Yes ☐ No

Address: 21232 IH-10 (Street) Vidor (City) TX (State) 77662 (Zip)

Phone (with area code): 409-769-1500 Fax (with area code): 409-769-3577

Project Title & No.: Jefferson County, Texas Phase II First-Time Sanitary Sewer Improvements - Contract No. 7318340

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
Sam Stroud II	Sam Stroud	3/24/2021
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: Complete & Return this 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: Jet Aeration of Texas, LLC HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: 21232 IH-10 (Street) Vidor (City) TX (State) 77662 (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: Complete & Return this 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: Complete & Return this 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: _____

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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: _____

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 Jet Aeration of Texas, LLC [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.):	[redacted]
Company Name submitting bid/proposal:	Jet Aeration of Texas, LLC
Mailing address:	21232 IH-10 Vidor, Tx 77662
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.

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Sam Stroud II, the undersigned representative of (company or business name) Jet Aeration of Texas, LLC (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

3/23/2021
Date

On this 23 day of March, 2021, personally appeared

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

Notary Seal

DEBORAH SUE MILLER
Notary ID #125860521
My Commission Expires
September 29, 2022

Deborah Sue Miller
Notary Signature

3/23/21
Date

Bidder: Complete & Return this Form with Offer.

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.

Jet Aeration of Texas, LLC
Company Name

21-004/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

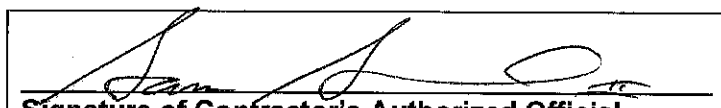
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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



Signature of Contractor's Authorized Official

SAM Stroud II

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

3/23/2021

Date

Bidder: Complete & Return this Form with Offer.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Red

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	

Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

Bid Affidavit

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

STATE OF Texas COUNTY OF Orange

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

on this day personally appeared Sam Stroud II (name), who

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

"I, Sam Stroud II (name) am a duly authorized officer of/agent

for Jet Aviation of Texas, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Jet Aviation of Texas, LLC (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: Jet Aviation of Texas, LLC

21232 IH-10 Vidor, Tx 77662

Fax: 409-769-3577 Telephone# 409-769-1500

by: Sam Stroud II (print name) Title: Owner

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Sam Stroud II on

this the 24 day of March, 20 21.

DEBORAH SUE MILLER
Notary ID #125860521
My Commission Expires
September 29, 2022

Deborah Sue Miller
Notary Public in and for
the State of Texas

Bidder: Complete & Return this Form with Offer.

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:	
Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2
Tyler-Longview Area:	
Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5
Beaumont-Port Arthur Area:	
Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6
Houston Area:	
Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27.4
Austin Area:	
Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2
Waco, Killeen, Temple Area:	
Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennanCo.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6
Dallas, Fort Worth Area:	
Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2
Wichita Falls Area:	
Wichita Falls, Clay Co. & Wichita Co.	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young	11.0
Abilene Area:	
Abilene, Callaghan Co., Jones Co. & Taylor Co.	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackleford, Stephens, Stonewall & Throckmorton	10.9
San Angelo Area:	
San Angelo & Tom Green Co.	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell	20.0
San Antonio Area:	

Laredo & Webb Co.	87.3
San Antonio, Bexar Co., Comal Co. & Guadalupe Co.	47.8
Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala	49.4
Corpus Christi Area:	
Corpus Christi, Nueces Co. & San Patricio Co.	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio	44.2
Brownsville, McAllen, Harlingen Area:	
Brownsville, Harlingen, San Benito & Cameron Co.	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.	72.8
Non-MSA Counties of Starr & Willacy	72.9
Odessa, Midland Area:	
Midland & Midland Co.	19.1
Odessa & Ector Co.	15.1
Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9
El Paso Area:	
El Paso & El Paso Co.	57.8
Non-MSA Counties of Brewste,r Culbertson, Hudspeth, Jeff Davis & Presidio	49.0
Lubbock Area:	
Lubbock & Lubbock Co.	19.6
Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum	19.5
Amarillo Area:	
Amarillo, Potter Co. & Randall Co.	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler	11.0

4.1.2 Temporary Project Signage

All TxCDBG construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the owner. A photo of this signage must be submitted to TDA prior to the release of construction funds.

Requirements of temporary signage include:

- placement in a prominent visible public area that is not blocked or obscured;
- constructed of durable materials;

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- minimum size of 11" x 17" with lettering no smaller than 1/2";
- Required text (or similar)*:

"This project is funded by the Texas Department of Agriculture with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program."

*Note: The text requirement above is satisfied by using the text in this manual. Alternate wording may be approved by TDA upon request.

Temporary sign age may be reused for future TxCDBG projects as appropriate.

TECHNICAL SPECIFICATIONS

ITEM 50 - MOBILIZATION ..... 50 - 1 of 1
ITEM 100 – PIPING CONSTRUCTION AND MATERIALS (SEWER) ..... 100 - 1 of 23
ITEM 120 – PROJECT RECORD DOCUMENTS ..... 120 - 1 of 3
ITEM 125 – SUBSURFACE CONDITIONS ..... 125 - 1 of 1
ITEM 130 – CLEARING & GRUBBING ..... 130 - 1 of 1
ITEM 140 – EMBANKMENT & FILL ..... 140 - 1 of 5
ITEM 150 – EXISTING UTILITIES ..... 150 - 1 of 1
ITEM 160 – STRUCTURAL EXCAVATION ..... 160 - 1 of 2
ITEM 190 – ABANDONMENT & REMOVAL OF EXISTING STRUCTURES ..... 190 - 1 of 3
ITEM 200 – STRUCTURAL CONCRETE ..... 200 - 1 of 16
ITEM 247 – ROAD BASE – FLEXIBLE LIMESTONE ..... 247 - 1 of 5
ITEM 300 - VALVES ..... 300 - 1 of 3
ITEM 325 – SANITARY SEWER SYSTEM TESTING ..... 325 - 1 of 9
ITEM 350 - BORING ..... 350 - 1 of 4
ITEM 380 – HORIZONTAL DIRECTIONAL DRILLING ..... 380 - 1 of 9
ITEM 401 – FLOWABLE BACKFILL ..... 401 - 1 of 3
ITEM 900 - SEEDING ..... 900 - 1 of 5
ITEM 950 – TRENCH SAFETY SYSTEMS ..... 950 - 1 of 4
ITEM 1000 – GRINDER PUMP STATION ..... 1000 - 1 of 6
ITEM 1050 – ON-SITE SANITARY SEWER FACILITY ..... 1050 - 1 of 2
ITEM 1400 – PROJECT SIGNAGE ..... 1400 - 1 of 1
OSSF DESIGN – 14252 DUBOIS ROAD ..... 1 of 7
OSSF DESIGN – 9529 GILBERT ROAD ..... 1 of 7
OSSF DESIGN – 16539 SANDELL DRIVE ..... 1 of 7

ITEM 50

MOBILIZATION

50.01 DESCRIPTION

This item shall consist of the mobilization of personnel, equipment and supplies at the project site in preparation for beginning work on other contract items. Mobilization shall include, but is not limited to, the movement of equipment, personnel, material, supplies, etc. to the project site and the establishment of office and other facilities necessary prior to beginning the work.

50.02 MEASUREMENT

Measurement of the Item, "Mobilization" as specified herein will be by the "Lump Sum", as the work progresses.

50.03 PAYMENT

Partial payments of the "Lump Sum" bid for mobilization will be as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

1. When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid will be paid.

2. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum will be paid. Previous payment under this item will be deducted from the above amount.

3. When 10% of the adjusted contract amount for construction items is earned, 100% of the mobilization lump sum bid will be paid. Previous payments under this item will be deducted from the above amount.

ITEM 100

PIPING CONSTRUCTION AND MATERIALS (SEWER)

100.01 GENERAL

Construction of sanitary sewer lines includes all preparation of site, clearing, grubbing, excavation, street surface removal, dewatering, sheeting, bracing, laying and joining of pipe, bedding, backfilling, installation of fittings, testing, and clean up of the site. The work includes furnishing of all materials, equipment, tools, labor and all other incidentals to complete the construction.

100.02 SEQUENCE OF WORK

The Contractor shall pursue the job in an orderly fashion. All sewer pipe shall begin at the downstream connection to the existing or proposed facilities. All appurtenances shall be constructed as soon as the pipe line they serve is constructed to their location. The construction of appurtenances may be postponed upon approval of the Engineer and determination that the circumstances were beyond the control of the Contractor. A sufficient space as determined by the Engineer, shall be provided for proper installation at a later time.

At least ten (10) days prior to construction, the Contractor shall submit to the Engineer, in writing, a Construction Plan detailing the sequence in which each line segment will be constructed. The Contractor shall alter this plan at the request of the Engineer. The Contractor shall not deviate from this plan without the approval of the Engineer.

100.03 SUB-SURFACE CONDITIONS

If soil borings have been conducted as part of this project, the boring logs can be found in the Appendix. Neither the Engineer nor the Owner make any guarantees as to the accuracy of this information. The contractor should make himself familiar with the conditions along the project route and area. The contractor may, with the permission of the Engineer, conduct his own sub-surface investigation.

100.04 SITE OF WORK

The Owner will furnish the site, easements, or any right of way considered necessary by the Engineer. If the Contractor needs more working area, he shall make his own arrangements and indemnify the Owner from any damages or claims.

100.05 PROTECTION OF THE PUBLIC

The Contractor shall make any provisions necessary to protect the public from inconveniences and dangers caused by the construction. Storage and stringing of the material and equipment

and excavation shall be done in a manner to cause minimum obstruction and inconvenience to the traffic and the property owners along or adjacent to the construction site. Fire hydrants, water meters, water valves, gas valves, manholes, catch basins, and boxes for telephone, signal, and alarms shall not be obstructed or covered.

The Owner reserves the right to remedy any neglect on the part of the Contractor in regards to public conveniences and safety which may come to its attention. After twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency, when the Owner shall have the right to remedy any neglect without notice, and, in either case, the cost of such work done by the Owner shall be deducted from monies due or to become due to the Contractor.

100.06 HANDLING OF TRAFFIC

The Contractor shall make any provision necessary to handle, direct, and divert traffic when traffic is interrupted due to the contractor's work. At no time shall a street be closed due to the Contractor's construction without 48 hours notification to the city street department. Dead end streets must be kept accessible to the residents at all times.

100.07 BARRICADES, LIGHTS AND WATCHMEN

Where the work is carried on in, or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals and shall provide such watchmen and shall take such precautionary measures for the protection of persons, property, and of the work, as necessary in the opinion of the Engineer. Barricades shall be recently painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain adequate lights at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at the Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project has been accepted by the Owner.

Barricades, signs, and handling of traffic shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices as adopted by the Texas Highway Department, and as directed by the Engineer, all in accordance with these specifications. A copy of the manual is available for review without charge at the Engineer's office.

100.08 PROTECTION OF UTILITIES

The Contractor shall inspect the route of the construction during the bidding period to check the location of such utilities, possibility of any conflict, and addition of new utilities. If, during construction, it is determined that a conflict exists with the alignment of the proposed sewer mains, the Engineer may, at his option, make necessary changes in the alignment of the sewer line. The Contractor shall be responsible for the location of all utilities. Utilities shown on the plans are for informational purposes only. He shall be responsible for making any provisions necessary to protect all utilities, services, and appurtenances. He shall locate and give the owner-operator of each utility that utility's required advance notice prior to progressing to such utility. The Contractor and/or utility owner shall be responsible for repairing and damaged utilities. If the contractor is required to repair a utility, it shall be done without delay.

100.09 PROTECTION OF PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the Owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavement, driveways, sidewalks, buildings, service lines, or any other structure in or adjacent to private property. The contractor shall be responsible for any damage to private (or public) property caused by his work.

100.10 PREPARATION OF THE SITE AND THE ROUTE

The Contractor shall make all preparation necessary before excavation starts. The construction site, and or the route which the pipe will be laid in, shall be cleared and grubbed before pipe laying. All stumps, brush, logs, rubbish and other objectionable material shall be removed and disposed of in a manner approved by the Engineer at the sole cost of the Contractor. Burning and/or hauling of the material shall be executed in compliance with ordinances of the City, County, or any other governmental body. If work is proceeding through a utility easement, care shall be taken to clear all the proposed easement as specified above.

100.11 PROTECTION OF STREET AND DRAINAGE

The Contractor shall make all attempts to keep streets and drainage ways open. Streets should be cleaned when the contractor's work leaves the streets dirty and/or muddy. Drainage ditches shall be kept open and if backfilled by the Contractor, they shall be reopened before the crew leaves the site at the end of a working day. The contractor shall provide temporary pumping facilities to provide drainage when a ditch is blocked by the contractor's work, as instructed by the Engineer and the Owner, at no additional cost to the owner.

100.12 MATERIALS

A. PVC GRAVITY SEWER PIPE AND FITTINGS

This specification covers PVC (Poly Vinyl Chloride) pipe to be used as a gravity sewer line.

1. PVC gravity sanitary sewer pipe up to 15" in diameter shall consist of the following:

   a. Pipe. Pipe and fittings shall be manufactured to the dimensions and minimum design criteria as set forth in "Type PSM (Poly Vinyl Chloride) (PVC) Sewer Pipe and Fittings", ASTM D-3034 for diameters up to 15" with an allowed cell classification of 12454-B or 12454-C only. Sanitary sewer pipe in these sizes shall be a minimum SDR 26.

   b. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill as shown in the details. PVC sewer pipe shall be installed in accordance with ASTM D-2321 and the details in the plans.

   c. Joints. Joints shall be push-on type factory pre-molded gasketed joints and installed in accordance with the manufacturer's recommendations.

   d. Fittings. Where specifically called for in the plans, fittings shall be either ductile iron fittings meeting the specifications herein with transition gaskets or SDR 26 PVC heavy wall gasketed sewer fittings meeting ASTM D 3034. SDR 26 fittings are for non-pressure applications.

   e. Service Lines. Sanitary sewer service line shall be 4" SDR 35 or SCH 40 pipe with solvent weld joints. Fittings shall be SDR 35 or SCH 40 fittings. Connections to existing service lines shall be made with a PVC coupling or a flexible fitting with stainless steel straps.

2. PVC gravity sanitary sewer pipe from 18" to36" in diameter shall consist of the following

   a. Pipe. Pipe and fittings shall be manufactured to the dimensions and minimum design criteria as set forth in "Type PSM (Poly Vinyl Chloride) (PVC) Sewer Pipe and Fittings", ASTM F679, with an allowed cell classification of 12454-B or 12454-C only. Sanitary sewer pipe in these sizes shall be a minimum SDR 26 with a minimum pipe stiffness of 115 psi.

b. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill as shown in the details. PVC sewer pipe shall be installed in accordance with ASTM D-2321 and the details in the plans.

c. Joints. Joints shall be push-on type factory pre-molded gasketed joints and installed in accordance with the manufacturer's recommendations.

3. PVC gravity sanitary sewer pipe 48" in diameter shall consist of the following:

a. Pipe. Pipe and fittings shall be manufactured to the dimensions and minimum design criteria as set forth in "Type PSM (Poly Vinyl Chloride) (PVC) Sewer Pipe and Fittings", ASTM F679, with an allowed cell classification of 12454-B or 12454-C only. Sanitary sewer pipe in these sizes shall be a minimum pipe stiffness of 46 psi.

b. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill as shown in the details. PVC sewer pipe shall be installed in accordance with ASTM D-2321 and the details in the plans.

c. Joints. Joints shall be push-on type factory pre-molded gasketed joints and installed in accordance with the manufacturer's recommendations.

B. PVC FORCE MAIN PIPE AND FITTINGS

The following specification covers PVC (Polyvinyl Chloride) pipe to be used under pressure for sanitary sewer force mains. All ANSI and AWWA references shall be the latest revision thereof. All PVC pipe and fittings used in this contract shall meet the requirements of the American National Standards Institute\National Sanitation Foundation (ANSI\NSF) standard 61 and ASTM D-1784. All PVC pipe shall bear the National Foundation Seal of Approval.

1. Pipe. Pipe shall consist of SDR 21 pipe & couplings with push-on type factory pre-molded gasketed joints and shall be made from Class 12454-B virgin compounds as defined in ASTM D-1784 and conforming with the outside dimensions of cast iron pipe.

2. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill and a minimum of three (3) feet of cover as per ASTM D-2774 and/or as shown in the details.

3. Joints. Joints shall be mechanical type or the push-on type as specified with confined elastomeric gasket and installed in accordance with the manufacturer's recommendations.

4. Fittings. Fittings shall be manufactured and tested in accordance with AWWA C-110\ANSI A21.10, "Specification For Gray-Iron and Ductile Iron Fittings For Water and Other Liquids". Fittings shall be Mechanical Joint with Megalug restraining flanges. Transition gaskets shall be used where necessary to connect to existing piping.

C. DUCTILE IRON PIPE

The following specification covers ductile iron pipe to be used in both gravity and pressure applications. All ANSI and AWWA references shall be the latest revision thereof.

1. Pipe and Fittings. Ductile Iron Pipe shall be designed, manufactured, and tested in accordance with ANSI A21.51 (AWWA C-151) and ANSI 21.50 (AWWA C-150). Pipe and spool pieces 12" and smaller shall be Class 350; 14" to 20" shall be Class 250; 24" shall be Class 200; and sizes larger than 24" shall be Class 150, unless otherwise noted on the plans. Flanged joints shall be as per AWWA C-115-1985 and mechanical joints shall be as per AWWA C-111-1985.

   Fittings shall be manufactured and tested in accordance with AWWA C-110\ANSI A21.10, "Specification for Gray-Iron and Ductile Iron Fittings for Water and Other Liquids".

2. Coating. The interior of the pipe and fittings for sanitary sewer lines shall be completely lined with a minimum of 40 MILS of Protecto 401 ceramic epoxy-lining, or prior approved equivalent.

   The exterior of all underground ductile iron pipe and fittings shall be coated with 1 mil of asphaltic coating applied at the factory. All underground ductile iron piping and fittings shall be totally encased with a single layer 8 mils high-density "Polywrap" polyethylene film, ANSI/ASTM D1248, installed to manufacturer's instructions and AWWA C105, unless otherwise specified.

   The exterior of all exposed (above ground) ductile iron pipe and fittings shall be prepared and coated according to the below specifications.

   Priming (by pipe manufacturer) - **All above ground (exposed) ductile iron pipe shall be shop primed.** The primer shall be compatible with Tnemec paint. The pipe supplier shall supply the Contractor with one gallon of the same primer used to prime the pipe so that the Contractor can field prime areas of the pipe that may be damaged during delivery.

Field painting - All exposed (above ground) ductile iron pipe and fittings shall be prepared and coated according to the following specifications:

Surface preparation: Sand all surfaces using 150 grit sandpaper to uniform and thoroughly abraded surface. If necessary, clean surface with solvents (for example, MEK) to remove grease, oil and other soluble contaminants. All surfaces shall by dry, clean and free of all dust, dirt, oil, grease and other contaminants. In areas where the coating has been damaged, clean with wire brushes and apply one coat of primer (provided by pipe supplier) to the bare area. Feather edges smooth. All surface preparation shall be in accordance with the painting specification, or approved equivalent.

First coat: Apply one coat of Tnemec Series N69 Hi-Build Epoxoline II at 6.0 to 8.0 dry mils. Thin only with Tnemec No. 4 Thinner.

Finish coat: Apply one coat of Tnemec Series 1074 Endura-Shield II at 2.0 to 5.0 dry mils. Thin only with Tnemec No. 39 Thinner. Finish color shall be battleship grey.

For ductile iron piping to be used in a sewage wetwell environment the following coating shall be used.

First coat: Apply one coat of Tnemec Series N69 Hi-Build Epoxoline II at 6.0 to 8.0 dry mils. Thin only with Tnemec No. 4 Thinner.

Finish coat: Apply one coat of Tnemec Series N69 Hi-Build Epoxoline II at 2.0 to 5.0 dry mils. Thin only with Tnemec No. 4 Thinner. Finish color shall be battleship grey.

3. Joints. Pipe and fittings shall be furnished with the type of joint and end combinations as well as pressure class specified. Mechanical joint fittings shall be furnished complete with glands, gaskets and nuts and bolts. Mechanical Joint fittings shall have Megalug restraining flanges and transition gaskets shall be used where necessary to connect to existing piping. Flanged joint fittings shall be furnished complete with gaskets and nuts and bolts. All bolts, glands and gaskets shall be in accordance with AWWA Standard Specification C111-85 and installed in accordance with the manufacturer's recommendations.

4. Installation. Ductile Iron pipe shall be installed in flat-bottom trenches with tamped backfill as shown in the details.

D. HIGH DENSITY POLYETHYLENE (HDPE) PIPE

This specification covers HDPE (High Density Polyethylene) pipe to be used as a sewer main. Pipe shall be manufactured from a high density high molecular weight polyethylene (HDPE) resin which conforms to ASTM D-1248 and AWWA C906 and meets the requirements for Type III, Class B, Grade P34, Category 5, and has a PPI rating of PE 3408, when compounded. The pipe produced from this resin shall have a minimum cell classification of 345434E (inner wall shall be light in color) under ASTM D3350.

Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) or IPS (Iron Pipe Size) as shown on the plans and in the specifications.

Before beginning work, the Contractor shall submit to the Engineer for approval, the vendor's specific technical data with complete physical properties of pipe and pipe dimensions pertinent to this job.

The outside diameter and minimum wall thickness shall conform to dimensions listed in Table I and shall be measured in accordance with ASTM D-2122.

TABLE 1
POLYETHYLENE PIPE DIMENSIONS

DIPS (Inches)	NOMINAL OD (Inches)	MINIMUM WALL THICKNESS (Inches) DR 17	DR 11
4	4.80	0.282	0.436
6	6.90	0.406	0.627
8	9.05	0.532	0.823
10	11.10	0.653	1.009
12	13.20	0.776	1.200
14	15.30	0.900	1.391
16	17.40	1.024	1.582
18	19.50	1.147	1.773
20	21.60	1.271	1.964
24	25.80	1.518	2.345

30	32.00	1.882	2.909

Standard dimension ratio is calculated by dividing the specified outside diameter by the minimum wall thickness. The wall thickness tolerance shall be within plus 12%.

Tests for compliance with this specification shall be made according to the applicable ASTM specification. A certificate of compliance with this specification shall be provided by the manufacturer for all material furnished under this specification. In addition, the purchaser may, at his own expense, witness inspection and test of the materials.

1. Intermediate Connections

   a. Fusion Fittings

      Fusion couplings for adjoining HDPE pipe in the trench may be used. Materials shall be as specified by the pipe manufacturer. Installation procedures shall only include equipment recommended and provided by the pipe manufacturer. The Contractor **MUST** provide proof to the Engineer that the equipment used in the installation process is approved by the pipe manufacturer for use on the pipe and fusion fittings to be used in this project.

2. Installation Procedures

   a. Finished Pipe

      Pipe with gashes, nicks, abrasions, or any such physical damage which may have occurred during storage and/or handling, which are larger/deeper than 10% of the wall thickness shall not be used and shall be removed from the construction site. The installed pipe shall meet requirements of the pressure test as specified herein.

   b. Pipe Joining

      Sections of polyethylene replacement pipe shall be assembled and joined on the job site above the ground. Joining shall be accomplished by the heating and butt-fusion method in strict conformance with the manufacturer's printed instructions and ASTM D-2657.

      The butt-fusion method for pipe joining shall be carried out in the field by operators with prior experience in fusing polyethylene pipe with similar equipment using proper jigs and tools per standard procedures outlined by

the pipe manufacturer. These joints shall have a smooth, uniform, double rolled back bead made while applying the proper melt, pressure, and alignment. It shall be the sole responsibility of the Contractor to provide an acceptable butt-fusion joint. All joints shall be made available for inspection by the Engineer before insertion. The replacement pipe shall be joined on the site in appropriate working lengths near the insertion pit.

c. Insertion of Pipe

The pipe shall be allowed time to relax prior to making connections and sealing the ends of casing. The Contractor shall allow the time recommended by the manufacturer, but not less than twelve (12) hours, for the pipe to relax from the stretching incurred during the pulling process.

3. Testing of HDPE Pipe

Pressure testing will be required as called for in the Technical Specifications Item 320.

4. Quality Assurance

a. Referenced Specifications for HDPE: This Specification references American Society for Testing and Materials (ASTM) standard specification and American Water Works Association (AWWA) standards, which are made apart hereof by such reference and shall be the latest edition and revision thereof:

1. ASTM D 1784 - Specification for Rigid (Poly Vinyl Chloride) (PVC) Compounds.
2. ASTM D 1248 - Polyethylene Plastics Molding and Extrusion Material.
3. ASTM D 2122 - Determining Dimensions of Thermoplastic Pipe and Fittings.
4. ASTM D 2412 - Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
5. ASTM D 2837 - Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
6. ASTM D 3350 - Polyethylene Plastics Pipe and Fittings Materials.
7. ASTM F 385 - Practice for Insertion of Flexible Polyethylene Pipe Into Existing Sewers.
8. ASTM F 714 - Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter.

9. AWWA C906 - Polyethylene (PE) Pressure Pipe and Fittings, 4 in. through 63 in. for Water Distribution.

b. Causes for rejection of piping material and fittings shall include but not be limited to physical defects in pipe including but not limited to concentrated ridges, chain marks, discoloration, excessive spot roughness, pitting, visible cracks, foreign inclusions, and varying wall thickness.

E. SERVICE TAPS

Service taps shall be as per details located in the plans. If no details are provided, the service taps shall be made using a flexible saddle and series 300 stainless steel bands, as manufactured by Hefco Plastics, Inc., an In Insert-a-Tee, or prior approved equivalent. The saddle shall be constructed of a durable non-corrosive material. The saddle may be either "T" shaped or wye shaped. Where applicable on large diameter pipes, Insert-a-Tee fittings may be used in lieu of saddles.

100.13 EXCAVATION AND BACKFILL

Excavation for the sewer line shall be by open trench method as necessary to install the sewer main to the grade and alignment shown on the plans. Backfill and bedding shall be in accordance with the details in the plans for each specific surface type. Backfill of stabilized material in the street shall be done in 12" lifts or as indicated in the plans and shall be compacted as indicated in the plans to prevent voids in the backfill. Surface restoration shall be as shown in the details and shall be to the original condition or better. Backfill outside of the pavement shall done in 12" lifts and shall be the more stricter of that shown in the plans or select native material compacted to the density of the surrounding soil except driveways which shall be the same as for streets of the same types of materials. Backfilling shall begin as soon as the joining of the pipe has been completed. All open trenches and pits shall be backfilled before the end of the day. No open pits shall be left open overnight unless they are barricaded in accordance with this specification and they are out of the roadway.

All excavations deeper than five (5) feet shall adhere to the trench safety specification herein.

A. BEDDING

The bedding will typically be 6" thick or as indicated in the details. The bedding should be compacted as indicated except that joint locations shall be over excavated to allow the pipe to rest on its barrel and not on the bell or joints. The top 2" of the bedding area shall be loosened to provide a soil envelope for the pipe barrel. Bedding material shall be as specifically called for in the plans and details in accordance the definitions below:

1. Select (Native) Fill - select fill material shall be composed of native material or material obtained from borrow, channel, or structural excavations as approved by the

Engineer. The select material may be composed of graded sand-clay mixtures; graded gravel (less than three (3") inches) with sand-clay binder; and /or sand. This material shall have a binder with a Plasticity Index between 0 and 13 and a liquid limit less than 46. The material shall be free of vegetation, debris, rocks with a diameter over 1.5 inches and clay lumps. This material shall not include soils with a Unified System Classification of OL, MH, OH, CH, and PT or soils with an AASHTO classification of A-7. Sand-clay material should be 50-70% sand and 30-50% clay with sand size range being that portion passing a #10 sieve and retained on a #270 sieve, or as approved by the Engineer;

2. Crushed Stone - crushed stone shall be Class I materials, well graded angular crushed stone in the range of 3/4" to 1/16" with good stability. Crushed stone shall be graded in accordance with Size #67 and #68 of AASHTO M43, ASTM D448;

3. Sand (or Bank Sand) - sand shall be Class II materials, sands with very little or no fines. Soils with a Unified System Classification of SW, SM, and SP, or an AASHTO classification of A-3 shall be required.

4. Gravel - gravel shall be Class II materials, have less than 10% by weight fines. The sieve analysis of gravel shall be in accordance with Size #67 or #68 of AASHTO M43, ASTM D448;

5. Concrete - concrete shall be Class B concrete in accordance the applicable specifications herein.

B. PIPE ZONE

Pipe Zone backfill is from the top of the bedding to normally a minimum of 12" above the top of the pipe but as indicated on the plans and details. Backfill shall be one of the materials listed above, as indicated on the plans and details. Only hand operated compaction equipment shall be used within the pipe zone.

The Contractor shall not disturb the pipe location, jointing, or embedment when moving trench protection equipment. Removal of trench protection below the top of the pipe and within 2 ½ pipe diameters of each side of the pipe shall not be done once the pipe zone has been compacted. Any voids left in the embedment material or relaxing of the trench envelope by support removal shall be carefully filled with granular material and compacted as indicated in the plans and details.

C. BACKFILL ABOVE THE PIPE ZONE

Backfill above the pipe zone and ultimate surface restoration shall be as shown on the plans and details for the specific conditions.

100.14 BACKFILL COMPACTION TESTING

The Contractor shall have all necessary laboratory testing performed at his own expense by a commercial laboratory acceptable to the Engineer. Reports shall be provided to the Engineer on a regular basis or as soon as they are provided to the Contractor. If a section of backfill fails a compaction test, the Contractor shall immediately remedy the situation by excavating the failed area and recompacting with new material and re-testing each lift at his own expense. If the Owner elects to conduct additional testing at its own expense, the Contractor shall coordinate with the Owner's testing laboratory regarding access to the construction, scheduling, and notification of on going work.

Materials shall be compacted to the minimum percentage indicated on the plans of the Standard Proctor Density as determined by ASTM D698. In place density tests shall be performed in accordance with ASTM D2922 at a frequency of every 300 linear feet of trench for the bedding and each lift within the pipe zone and each lift within the backfill above the pipe zone where a specific density percentage requirement is called out. Where the details call for compaction to the density of the surrounding soil, compaction testing is not required.

Stabilized sand backfill shall be compacted to the minimum percentage indicated on the plans of the maximum dry density as determined by ASTM D558 .

100.15 LAYING OF PIPE

The Engineer has provided sufficient information on the plan sheets to establish horizontal alignment of the sewer mains to be constructed. Unless otherwise noted in the plans and specifications, no construction staking will be provided by the Engineer. The contractor is responsible for both horizontal and vertical control. Proper implements, tools, and equipment should be used for placement of the pipe in the trench to prevent damage. Under no circumstances should the pipe or accessories be dropped into the trench. Jointing of pipes shall be in strict accordance with manufacturer's printed instructions. Each pipe segment shall rest on the bottom of the trench the entire length of the pipe.

PVC Pipe shall be installed in accordance with ASTM D-2774. Pipe bells should be laid on the upstream end. All foreign matter or dirt should be removed from the pipe interior. Pipe joints should be assembled with care. Whenever pipe laying is interrupted, the open ends of installed pipe shall be closed to prevent entrance of trench water, mud, or foreign matter.

All pipe lines must be laid in a straight line, unless otherwise shown on the drawings, with the flow line of the pipe at the grade shown on the plans. Pipe joints shall not be located inside of manholes. Instead, pipe bells shall be placed two to three feet outside of the manhole walls and a straight pipe section used to make the entry.

No variation from true and even grade, alignment, and invert will be permitted except to avoid existing underground utilities, and then only with the written permission of the Engineer.

If a piece of pipe that is installed is determined to be defective or collapses, the Contractor shall replace that section of pipe, at no additional cost to the Owner, including surface restoration.

100.16 FLOW CONTROL

The contractor shall bypass pump when necessary to maintain sewer service. Temporarily blocking of a line is permissible as long as the Owner is given 24 hours notice and the sewer main is restored to service at the end of the day. The contractor shall not allow any sewage to back up into private property and shall continually monitor a blocked sewer line to prevent overflows. If this happens, the contractor shall replace and restore any damaged Owner or private property to its original condition or better.

100.17 LOCATING INTERSECTING PIPES

The Contractor shall make attempts to locate intersecting lines ahead of pipe laying. He shall locate and excavate in advance any sewer lines which will be tied into the system being constructed. All service connections shall be restored to the property line immediately. No residence shall be left out of service overnight.

All pipe lines and gas lines, as well as underground power lines and telephone cables, shall be located and the owner given proper notification prior to construction near the lines.

100.18 DEWATERING

Under no circumstances shall the surface water be allowed to flow in the trench. When ground water exists in the trench, the Contractor shall drain it away from the pipe laying area, pump it out of the trench, or provide for dewatering by other means. Well pointing, when provided for in the Bid Proposal, shall be paid for at the bid price and other means of trench dewatering will be incidental to the line installation. The approval of the engineer is required prior to using well pointing. When not provided for in the Bid Proposal, well pointing shall be considered incidental to other appropriate bid items.

100.19 TRENCH BOTTOM STABILIZATION

If quicksand, water sand, or standing water is present in the trench bottom, and cannot be removed with dewatering or dewatering is not included in the project, the Contractor shall, with the approval of the Engineer, undercut the trench subgrade a minimum of 6" (or more as necessary) below the bedding area and replace it with a Class I granular material, such as crushed stone or gravel, wrapped in a non-woven filter fabric. The filter fabric shall be

overlapped a minimum of 12".

Payment shall be as specified in the Payment portion of this specification. No payment shall be made for trench bottom stabilization unless approval from the Engineer is obtained prior to placement of the material.

100.20 STREET SURFACES

Streets shall be restored in the most workmanlike manner without needless delay and shall in every respect be equal in quality, character, material and workmanship to the original street or better. The expense of restoring the streets must be included in the price bid per linear foot for main lines, unless otherwise provided. Backfill in and along streets shall be as per the details in the plans. If the streets are not immediately restored, temporary base material shall be placed in the upper portion of the excavation until such time that the street is restored to its original condition. No extra payment will be made for temporary street materials.

100.21 CROSSING OF DRIVEWAYS

Should the Contractor damage any portions of a driveway, or Wastewater Treatment Plant (WWTP) road the shall restore those driveways and their culverts to their original condition or better as soon as possible. He shall inform citizens which will be affected by this work at least 24 hours prior to the start of the work. No driveway shall be left unusable overnight.

All asphalt and concrete driveways shall be bored without casing unless otherwise noted on the plans.

For any disturbed concrete driveways, the disturbed areas shall be backfilled to within 2" of the existing concrete with 2 sack per ton stabilized sand and then with 3000 psi reinforced concrete. Asphalt driveways shall be replaced similarly to asphalt streets, as shown in the details in the plans. Driveways which are open cut shall be replaced with sand or native material around the pipe, 2 sack per ton cement stabilized sand to within 8" of the surface, and with the original material to the surface and to the original condition or better. Care should be taken when compacting the backfill under existing driveways so that future settlement does not occur.

This backfill is only for those driveway crossings called for in the plans to have stabilized backfill. Any other areas must have the approval of the Engineer prior to placement of stabilized backfill.

100.22 UTILITY LINE CROSSINGS

The plans note the existence of pipe lines and utility lines in the route of construction. Exact locations are not in the plans. The Owner and the Engineer assume no responsibility for inaccuracies, additions, omissions, or revisions. It is the responsibility of the Contractor to

locate all utility lines, contact the owner of the utility line, and make arrangements for crossing such lines. It is best to locate such lines a few hundred feet ahead of the pipe laying operation in order to make revisions in grade or alignment, if they are necessary and approved by the Engineer.

100.23 EXCESS SOILS

Excess soils shall be disposed of by the Contractor in accordance with all local, state, and federal laws. The Contractor shall make his own arrangements, at his own cost, to dispose of the excess soils in a manner approved by the Engineer. If, in the opinion of the Engineer, the excess soils constitute a hazard or a nuisance, the Contractor shall dispose of those soils immediately.

110.24 AGENCY REQUIREMENTS TO BE MET

All water and sewer lines installed shall meet the requirements of the Texas Commission on Environmental Quality (TCEQ). Sewer lines shall comply with the requirements of design criteria for sewerage systems as established by the TCEQ. In particular, all sanitary sewer installations shall be in accordance with the 30 TAC Chapter 217:

§217.53(d) Separation Distances.

For this section the term "Reclaimed Water Line" and "Non-Potable" water line shall be the same.

The following rules apply to separation distances between potable water, water lines and sanitary sewers.

A. Separation distances between public water supply pipes and wastewater collection system pipes or manholes.

(1) Collection system pipes must be installed in trenches separate from public water supply trenches.

(2) Collection system pipes must be no closer than nine feet in any direction to a public water supply line.

(3) If a nine-foot separation distance cannot be achieved, the following guidelines will apply:

(a) If a collection system parallels a public water supply pipe the following requirements apply:

(i). A collection system pipe must be constructed of cast iron, ductile iron, or PVC meeting ASTM specifications with at least a 150 pounds per square inch (psi) pressure rating for both the pipe and joints.

(ii). A vertical separation must be at least two feet between the outside diameters of the pipes.

(iii). A horizontal separation must be at least four feet between the outside diameters of the pipes.

(iv). A collection system pipe must be below a public water supply pipe.

(b) If a collection system pipe crosses a public water supply pipe, the following requirements apply:

(i). If a collection system is constructed of cast iron, ductile iron, or PVC with a minimum pressure rating of 150 psi, the following requirements apply:

(I). A minimum separation distance is six inches between outside diameters of the pipes.

(II). A collection system pipe must be below a public water supply pipe.

(III). Collection system pipe joints must be located as far as possible from an intersection with a public water supply line.

(ii). If a collection system pipe croses under a public water supply pipe and the collection system pipe is constructed of acrylonitrile butadien styrene (ABS) truss pipe, similar semi-rigid plastic composite pipe, clay pipe, or concrete pipe with gasketed joints, the following requirements apply:

(I). A minimum separation distance is two feet.

(II). If a collection system pipe is within nine feet of a public water supply pipe, the initial backfill around the collection system pipe must be:

(-a-) sand stabilized with two or more 80 pound bags of cement per cubic yard of sand for any section of collection system pipe within nine feet of a public water supply pipe.

(-b-) installed from one quarter of the diameter of the collection system pipe below the centerline of the collection system pipe to one pipe diameter (but not less than 12 inches) above the top of the collection system pipe.

(iii). If a collection system crosses over a public water supply pipe, one of the following procedures must be followed:

(I) Each portion of a collection system pipe within nine feet of a public water supply pipe must be constructed of cast iron, ductile iron, or PVC pipe with at least 150 psi pressure rating using appropriate adapters.

(II). A collection system pipe must be encased in a joint of at least 150 psi pressure class pipe that is:

(-a-) centered on the crossing;

(-b-) sealed at both ends with cement grout or manufactured seal;

(-c-) at least 18 feet long;

(-d-) at least two nominal sizes larger than the wastewater collection pipe; and

(-e-) supported by spacers between the collection system pipe and the encasing pipe at a maximum of five-foot intervals.

4. Public water supply pipe and collection system manhole separation.

A. Unless collection system manholes and the connecting collection system pipe are watertight, as supported by leakage tests showing no leakage, they must be installed a minimum of nine feet of horizontal clearance from an existing or proposed public water supply pipe.

B. If a nine-foot separation distance cannot be achieved, the requirements in paragraph (3) of this subsection apply.

B. Non potable water line/sewer line separation

For this section the term "Reclaimed Water Line" and "Non-Potable" water line shall be the same.

Where a reclaimed water line parallels a sewer line, horizontal separation distance shall be three feet (outside to outside) with the reclaimed water line at the level of or above the sewer line. Reclaimed water lines which parallel sewer lines may be placed in the same benched trench.

1. New waterline installation - parallel lines.

a. Where new potable water lines.

(I) Where a new potable waterline parallels an existing, non-pressure or pressure rated wastewater main or lateral and the licensed professional engineer licensed in the State of Texas is able to determine that the existing wastewater main or lateral is not leaking, the new potable waterline shall be located at least two feet above the existing wastewater main or lateral, measured vertically, and at least four feet away, measured horizontally, from the existing wastewater main or lateral. Every effort shall be exerted not to disturb the bedding and backfill of the existing wastewater main or lateral.

(II) Where a new potable waterline parallels an existing pressure rated wastewater main or lateral and it cannot be determined by the licensed professional engineer if the existing line is leaking, the existing wastewater main or lateral shall be replaced with at least 150 psi pressure rated pipe. The new potable waterline shall be located at least two feet above the new wastewater line, measured vertically, and at least four feet away, measured horizontally, from the replaced wastewater main or lateral.

(III) Where a new potable water line parallels a new wastewater main,

the wastewater main or lateral shall be constructed of at least 150 psi pressure rated pipe. The new potable water line shall be located at least two feet above the wastewater main or lateral, measured vertically, and at least four feet away, measured horizontally, from the wastewater main or lateral

2. New waterline installation - crossing lines.

   a. Where a new potable waterline crosses an existing, non-pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least two feet above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral is disturbed or shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.

   b. Where a new potable waterline crosses an existing, pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least six inches above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.

   c. Where a new potable waterline crosses a new, non-pressure rated wastewater main or lateral and the standard pipe segment length of the wastewater main or lateral is at least 18 feet, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least two feet above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a

minimum pipe stiffness of 115 psi at 5.0% deflection. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause f) of this subparagraph) for the total length of one pipe segment plus 12 inches beyond the joint on each end.

d. Where a new potable waterline crosses a new, non-pressure rated wastewater main or lateral and a standard length of the wastewater pipe is less than 18 feet in length, the potable water pipe segment shall be centered over the wastewater line. The materials and method of installation shall conform with one of the following options.

(I) Within nine feet horizontally of either side of the waterline, the wastewater pipe and joints shall be constructed with pipe material having a minimum pressure rating of at least 150 psi. An absolute minimum vertical separation distance of two feet shall be provided. The wastewater main or lateral shall be located below the waterline.

(II) All sections of wastewater main or lateral within nine feet horizontally of the waterline shall be encased in an 18-foot (or longer) section of pipe. Flexible encasing pipe shall have a minimum pipe stiffness of 115 psi at 5.0% deflection. The encasing pipe shall be centered on the waterline and shall be at least two nominal pipe diameters larger than the wastewater main or lateral. The space around the carrier pipe shall be supported at five-foot (or less) intervals with spacers or be filled to the springline with washed sand. Each end of the casing shall be sealed with watertight non-shrink cement grout or a manufactured watertight seal. An absolute minimum separation distance of six inches between the encasement pipe and the waterline shall be provided. The wastewater line shall be located below the waterline.

(III) When a new waterline crosses under a wastewater main or lateral, the waterline shall be encased as described for wastewater mains or laterals in subclause (II) of this clause or constructed of ductile iron or steel pipe with mechanical or welded joints as appropriate. An absolute minimum separation distance of one foot between the waterline and the wastewater main or lateral must pass a pressure and leakage test as specified in AWWA C600 standards.

e. Where a new potable waterline crosses a new, pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over

the wastewater line such that the joints of the waterline pipe or equidistant and at least nine feet horizontally from the center line of the wastewater main or lateral. The potable waterline shall be at least six inches above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a minimum pressure rating of at least 150 psi. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause (f) of this subparagraph for the total length of one pipe segment plus 12 inches beyond the joint on each end.

f. Where cement stabilized sand bedding is required, the cement stabilized sand shall have a minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume(at least 2.5 bags of cement per cubic yard of mixture). The cement stabilized sand bedding shall be a minimum of six inches above and four inches below the wastewater main or lateral. The use of brown coloring in cement stabilized sand for wastewater main or lateral bedding is recommended for the identification of pressure rated wastewater mains during future construction.

100.25 MEASUREMENT AND PAYMENT

Pipe and fittings will be measured by the linear foot of pipe complete in place. Such measurement will be along the centerline between the ends of the pipe barrel, as installed. When provided for in the bid proposal, unit price shall include all materials, labor, excavation, backfilling, testing, pavement and surface restoration, seeding where required, bypass pumping, and other incidentals necessary for a complete installation. Otherwise, all piping shall be incidental to appropriate bid items. No payment shall be made for line that is not backfilled. Unless specifically provided for in the bid proposal, there will be no extra payment for the removal and disposal of brush, trees, and roots. Such payment shall be incidental to the installation of the pipe.

Special embedment materials, if approved by the Engineer and provided for in the bid proposal, shall be paid for at the unit bid per linear feet of trench, otherwise it shall be incidental to the appropriate bid items. Special embedment material shall be materials determined to be necessary after inspection of the trench bed. Sand, if used, is not considered special embedment material. Non-woven filter fabric, if used and approved by the Engineer and provided for in the bid proposal, shall be paid for at the unit price bid per linear feet of trench, otherwise it will be incidental to the appropriate bid items.
If not specifically provided for in the bid proposal, no extra payment will be made for the control of groundwater or surface water in trenches or pits, including well pointing systems. Such payment shall be considered incidental to cost of the various bid items.

Fittings shall be paid for individually if specifically called for in the plans and provided for in the bid proposal. Any other fittings that are a result of a field decision shall be incidental to the line work. The cost for the Megalug restraining flanges and any necessary transition gaskets shall be considered incidental to the installation of the fittings. Payment for the connections of proposed lines to existing lines shall be considered full payment for the connection regardless of any field modifications or other fittings that may be necessary due to space or other limitations or conditions.

ITEM 120

PROJECT RECORD DOCUMENTS

120.01 GENERAL

Prepare and maintain record documents for the project to accurately reflect the construction "As Built." Documents must be maintained up to date on an ongoing basis. Proof of this shall be required for each monthly pay estimate. Documents must also be submitted at work completion as a condition of final acceptance.

120.02 MAINTENANCE OF RECORD DOCUMENTS

A. Maintain at the job site, one copy of:

(1) Contract drawings.

(2) As-Built drawings.

(3) Specifications.

(4) Addenda.

(5) Reviewed shop drawings.

(6) Change orders and field orders.

(7) Other contract modifications.

(8) Field test records.

(9) Correspondence.

B. Store record documents in an approved location apart from documents used for construction. Do not use record documents for construction purposes. Provide files and racks for orderly storage. Maintain documents in clean, dry, legible condition. Make documents and samples available at all times for inspection by the Engineer.

120.03 MARKING DEVICES

Mark all changes legibly in red ink.

120.04 RECORDING

A. Keep record documents current. Do not permanently conceal any work until required information has been recorded.

B. Label each document "PROJECT RECORD" in neat, large, printed letters. Legibly mark contract drawings to record actual construction:

(1) Alignment and profile of water line, and location and depth of appurtenances.

(2) Horizontal and vertical location of underground and under slab utilities and appurtenances referenced to permanent surface improvements.

(3) Location of internal utilities and appurtenances referenced to permanent surface improvements.

(4) Field changes of dimension and detail.

(5) Changes made by change order or field order.

(6) Details not on original contract drawings.

C. Legibly mark specifications and addenda to record:

(1) Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

(2) Changes made by change order or field order.

(3) Other matters not originally specified.

D. Legibly annotate shop drawings to record changes made after review.

120.05 SUBMITTAL

A. At project completion, deliver record documents to the Engineer. Place all letter-sized material in a 3-ring binder, neatly indexed. Bind contract drawings and shop drawings in rolls of convenient size for ease of handling.

B. Accompany the SUBMITTAL with a transmittal letter in duplicate, containing:

(1) Date.

(2) Project title and number.

(3) Contractor's name and address.

(4) Title and number of each record document.

(5) Certification that each document as submitted is complete and accurate.

(6) Signature of Contractor.

ITEM 125

SUBSURFACE CONDITIONS

125.01 DESCRIPTION

Soil borings have been conducted as part of this project. A copy of the boring logs and the soils report is included in the Appendix. The Contractor may, with the permission of the Engineer, conduct his own subsurface investigation to establish the condition of the soil. Neither this specification nor any other portion of the Plans and Specifications shall be construed as being a warrant of subsurface conditions.

125.02 ADDITIONAL INFORMATION

Bidders should visit the proposed project site to acquaint themselves with the site conditions prior to bidding on the project.

125.03 CONSTRUCTION METHODS

The Contractor shall submit a plan of construction, including sketches and other information, covering in detail his proposed construction methods, procedures, and equipment.

ITEM 130

CLEARING AND GRUBBING

130.01 SCOPE

Clearing and grubbing shall consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter.

130.02 CONSTRUCTION METHODS

The entire street or drainage right-of-way and/or other specified areas shall be cleared, except such trees and brush as may be designated by the Engineer for preservation. Trees and brush designated to be left in place shall be carefully trimmed as directed and shall be protected from scarring, barking or other injuries during construction operations.

When directed by the Engineer, this item shall receive priority and shall be completed throughout the project.

Areas required for embankment construction, structural fill, foundation construction and any other construction shall be cleared and grubbed a minimum of 8" or more if indicated in the plans from natural ground and shall remove all organic materials prior to subbase preparation.

On areas required for roadway, channel or structural excavation and for storm sewer construction, all stumps, roots, etc., shall be removed to a depth of at least two (2) feet below the existing ground surface. All holes remaining after clearing and grubbing shall be backfilled with select materials and tamped as directed by the Engineer.

All cleared and grubbed material shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

130.03 MEASUREMENT AND PAYMENT

When specifically included as a Bid Item, Clearing and Grubbing performed as specified herein, will be measured by the acre of surface area as measured on the ground within the limits designated on the plans. All work performed satisfactorily as specified and measured as herein provided shall be paid for at the unit price bid for "Clearing and Grubbing" which price shall be full compensation for furnishing all labor, materials, equipment, tools, supplies and incidentals necessary to perform the work as specified.

When not included as a Bid Item, Clearing and Grubbing will not be paid for directly but will be considered subsidiary to pay items.

ITEM 140

EMBANKMENT AND FILL

140.01 DESCRIPTION

This item shall govern the placement and compaction of all materials obtained from roadway, borrow, channel, structural excavation and purchased material for utilization in the construction of roadway embankments, levees, dykes, concrete slabs, and all other areas or items which require fill.

140.02 FILL MATERIAL

1. General - All fill material shall be free from all humus or organic debris, inorganic silt, and gravel larger than three (3") inches. The fill material shall not contain highly expansive or compressible clays, highly plastic soils, very loose sand and silts, or poorly drained less soils. No large lumps or clods will be permitted, and material should be friable. Very moist or dry material shall not be used until the material has been reworked to proper moisture content.

   Trees, stumps, roots, and other vegetation shall not be placed in fills and embankments.

   Unless otherwise indicated on the plans, the surface of ground of all unpaved areas other than rock which are to receive embankment shall be loosened by scarifying or plowing to a depth of not less than 4 inches. The loosened material shall be recompacted with the new embankment as hereinafter specified.

2. Select (Structural) Fill - Select fill material shall be composed of native material or material obtained from borrow, channel, or structural excavations as approved by the Engineer.

   The selected materials shall be composed of graded sand and gravel with clay binder. The maximum size of the granular portion should be limited to 1.5". The clay binder shall have a Plastic Index less that 10 (PI<10) and a Liquid Limit less than 40 (LL<40). The selected soil shall conform to AASHTO Classification Group A4. The selected soil (clayey sand soil) should be 50% to 70% sand with 30% to 50% clay. The sand particles shall 100% pass a Standard Sieve #10 and the clay particles shall 100% be retained between a sieve #200 and #270. The selected material shall be free of any organic material (OH), Clay with high plasticity (CH), silt with high compressibility (MH), peet materials (PT). The material shall be free of vegetation, debris, and clay lumps.

3. Sand Cushion Under Structures - The top layer of fill underneath a slab shall consist of clean sand or clean bank sand free from clay, clay lumps, shale, loam, organic matter, or

excessive amounts of silt or other deleterious materials. The fine particle should be limited to 5% by weight of the soil and should have a maximum Plasticity Index of seven percent (7%).

4. Granular Fill Under Structures - The Contractor shall provide an 18" to 24" thick layer of granular fill under the entire footing of a structure. The Contractor shall over excavate the structure by 18 to 24 inches and compact the subgrade before installing granular material. Granular fill shall be installed in 8-inch lifts and shall be compacted to 95% of its maximum density confirmed by Standard Proctor Compaction Test. Granular material shall be a mix of well graded sand and gravel with a maximum particle size of one inch (1"). The fine portion of the soil shall be less than 5% by weight.

140.03 CONSTRUCTION METHODS

1. Preparation and Scarifying - Fill and embankment shall not be placed until stripping and/or clearing and grubbing has been completed for the excavation sources and for the proposed fill areas. Stump holes or other small excavations in the limits of the embankment shall be backfilled with suitable material and thoroughly tamped by approved methods before commencing embankment construction. The surface of the ground, including plowed, loosened ground, or surface roughened by small washes or otherwise, shall be restored to approximately its original slope by blading or other methods. Where indicated on plans or required by the Engineer, the ground surface thus prepared shall be compacted by sprinkling and rolling.

   Where embankments are to be placed adjacent to or over existing roadbeds, or levees, the existing slopes shall be plowed or scarified to a depth of not less than four (4") inches and the embankment built up in successive layers, as hereinafter specified, to the satisfaction of the Engineer, the top of the old bed shall be scarified and re-compacted with the next layer of the new embankment. The total depth of the scarified and added material shall not exceed the permissible depth for a layer.

   Other areas shall be scarified to the satisfaction of the Engineer before placing any fill material.

2. Layer Construction - Unless otherwise required by the plans, all fill shall be constructed in layers approximately parallel to finished grade, covering the full length and width of the fill area. Layers of embankment for roadbeds, levees, or similar purposes shall have a uniform slope of one-fourth (1/4") inch per foot form the centerline of the roadbed to the outside.

   Fill under structures and roads shall be placed in eight (8") inch maximum layers (measured loose). Where fill to subgrade is less than six (6") inches, the ground shall be scarified to a depth of six (6") inches and compacted as specified. All fill shall be placed to subgrade elevation without addition of topsoil.

Fill not covered by structures or roads shall be placed in ten (10") inch maximum layers (measured loose). This fill shall be placed within four (4") inches of finish grade unless otherwise specified by the plans. Four (4") inches of topsoil shall be placed over these fill areas within limits shown on plans, or as directed by the Engineer.

Regardless of the fill location, fill shall be placed in six (6") inch maximum layers (measured loose) when pneumatic tire rollers are used.

3. Spreading, Sprinkling, and Compaction - Layers of fill may be placed by equipment which will spread the material as it is dumped; or the material may be dumped in piles or windrows, then spread evenly by blading or other acceptable method.

Each layer of fill shall be uniform as to material, density, and moisture content before beginning compaction. Where layers of unlike materials abut each other, each layer shall be feather-edged or the material shall be so mixed as to prevent abrupt change in the soil. No material placed in the fill by dumping in a pile or windrow shall be incorporated in a layer in that position, but all such piles or windrows shall be moved by blading or similar methods.

Clods or lumps shall be broken and the fill material mixed by blading, barrowing, or similar methods, so that a uniform material of uniform density is secured in each layer.

All fill shall be compacted at or near optimum moisture for maximum compaction. Water needed to bring the material to this moisture level shall be evenly applied, and the Contractor shall secure a uniform moisture content throughout the layer by such methods as may be necessary. In order to facilitate uniform wetting of the fill material, the Contractor may apply water at the material source if the sequence and methods used are such as not to cause an undue waste of water. Such procedure shall be subject to the approval of the Engineer. Water shall be clean fresh (not salty) and free of oil or any organic materials.

Each layer of fill shall be compacted until there is no evidence of further compaction. The material shall be kept leveled with suitable equipment to insure uniform compaction over the entire layer.

Where the placement method above is impractical, such as fill placed against buildings, retaining walls, or structural walls, the material shall be compacted with mechanical tampers. Layers shall not exceed six (6") inches in depth, and moisture content must be suitable for effective compaction by this method.

4. Shaping - Fill areas and embankments shall be constructed to the general shape of the typical sections shown on the plans, and each section of the embankment shall correspond to the detailed section of slopes established by the Engineer. After completion of the

earthwork, the embankment shall be continuously maintained to its finished section and grade until the project is accepted.

5. Compaction Requirements - Minimum density of fill shall be ninety-five (95%) percent standard Proctor (Maximum Density - Optimum Moisture), as per ASTM D698, unless noted otherwise in the plans. This requirement shall also apply to undisturbed native soil which will directly support load bearing members. Should the subgrade, due to any reason or cause, lose the required stability, density or finish before the pavement or the structure is placed, it shall be recompacted and refinished at the sole expense of the Contractor. Excessive loss of moisture in the subgrade shall be prevented by sprinkling, sealing or covering with a subsequent layer or granular material. Excessive loss of moisture shall be construed to exist when the subgrade soil moisture content is more than 4 percent below the optimum of compaction ratio density.

6. Testing - The Contractor shall have all necessary laboratory testing performed at his own expense by a commercial laboratory acceptable to the Engineer.

   Required material tests prior to fill placement are as follows:

   a. At least one (1) Proctor needle plasticity test for each material type to be used in fill areas.

   b. At least one (1) Atterberg limit test per 500 cu. yds. of material.

   Required density tests following compaction are as follows:

   a. At least one test per lift per 400 sq. ft. under structures.

   b. At least one test per lift per 1000 sq. ft under driving areas and parking lots.

   c. At least one test per lift per 5000 sq. ft in other areas not under concrete or other structural units.

   d. At least one test per 150 linear ft. in levee and roadway areas.

7. Waste Materials - The Contractor shall waste stripped materials from areas so indicated on the plans. Waste material shall be spread over designated areas as directed by the Engineer, dressed by blading, and sloped to provide drainage.

8. Final Cleanup - Washes, ruts, depressions, and mounds shall be leveled to give the site a smooth finish.

140.04 MEASUREMENT AND PAYMENT

Embankment construction will be measured in its original position and the volume computed in cubic yards by the method of average end areas.

When specifically included as a bid item, payment will be made at the unit price bid per cubic yard of Embankment construction, measured as provided herein, for the actual quantity excavated within the theoretical section specified, which price shall be full compensation for furnishing all labor, materials, equipment and incidentals required to complete the work as specified.

Interim measurements of embankment construction shall be made by the Contractor while the final grade inspection and volume calculations will be made by the Owner for final payment. The method of volume calculations shall be the average end area or other Engineer approved method.

When not specifically provided for in the Bid Proposal, embankment shall be incidental to other appropriate bid items. When provided for as a lump sum item, unit price quantities will not be used.

ITEM 150

EXISTING UTILITIES

150.01 DESCRIPTION

Utility locations shown on the plans are for informational purposes only and are not exact. The Contractor shall be responsible for locating and protecting all utility lines during the construction and for support and maintenance in position of all ducts and conduits. The Contractor should also make sure that all utilities have been located as there may be more utilities present than what is shown on the plan sheets. The Contractor shall be responsible for any damage to existing utilities and shall promptly repair same, or make arrangements for such repair with the Owner of the utility involved.

150.02 CONSTRUCTION METHOD

In all cases the Contractor shall coordinate his work with the Owners of the various utilities and shall notify their proper representative not less than forty-eight (48) hours in advance of any work which might damage, interfere with or require adjustments to utilities along or adjacent to the work.

All utility adjustments shall be the responsibility of the Owners of the utilities and if in the opinion of the Engineer adjustment is required, the Contractor will be responsible for notifying the respective owner.

150.03 PAYMENT

Payment for this item will be subsidiary to other items.

ITEM 160

STRUCTURAL EXCAVATION, FOUNDATIONS, & BACKFILL

160.01 DESCRIPTION

This item shall provide for the removal of all earth, rock, water, and other materials, as necessary for the construction of the facilities shown on the plans. This item shall include preparing the subgrade and/or sub-base for the foundation of the facilities and backfilling around the facilities to the grades established by the plans or as required by the Engineer.

160.02 EXCAVATION AND FOUNDATIONS

1. General. Excavations shall be sized as necessary for the construction of the work in the manner, shape, and size shown on the plans. Excavation shall extend a sufficient distance from the walls to allow for placing and removal of forms, installation of piping, and inspection. The sides of the excavation shall be laid back or stepped when warranted by the soil conditions encountered. The Contractor shall furnish all necessary temporary supports for piping and structures within the excavation, at no extra compensation. All work shall conform to the trench safety specification in this contract.

   Final trimming and bottom excavation shall be done just prior to placing of steel and concrete to insure a firm footing base. If such bases become softened, the Contractor shall excavate to firm material by facing and concreting to replace the softened material at no extra compensation.

   When caissons are used for excavation, no excavation shall be made outside the outer face of the caisson.

2. Seal Slabs. The contractor may, at his option and at no extra compensation, provide a seal slab underneath a proposed structural slab. The seal slab shall cover the bottom of the excavation on which the structure will rest, as shown on the plans. The Contractor shall excavate to the depth required for the seal slab, performing final excavation to grade just before placement of the seal slab.

3. Protection of Excavations. Excavations shall be protected from rainfall and surface water. If bearing values of supporting soils are affected by excessive moisture or drying, the Contractor shall excavate deeper and/or wider at no cost to the Owner.

   The Contractor shall pump or bail from the foundation enclosure if necessary to prevent water from moving through or alongside concrete being placed. No pumping or bailing shall be done during concrete placement.
   Pumping or bailing for dewatering sealed cofferdams shall not be started until the seal has set for at least 36 hours.

160.03 STRUCTURAL BACKFILLING

The backfill material shall consist of excavated clay soils or an imported clay or sand. Granular backfill with less than 12 percent passing the No. 200 sieve shall be compacted to a relative density between 60 and 70 percent of the maximum density. Sand with more than 12 percent passing the No. 200 sieve or clay backfill shall be compacted to a minimum of 90 or 95 percent of the maximum density, as indicated on the plans, and as defined by the standard moisture-density relationship (ASTM D-698). If the Contractor uses sand backfill, a minimum of 24-inch thick clay cover shall be used.

All backfilling inside structural units and concrete paved areas shall be in layers of eight inches (8") thick or less and shall be compacted to at least 95% of its maximum density obtained by a certified geotechnical laboratory and confirmed by the Standard Proctor Tests (ASTM D-698 or AASHTO T-99).

All backfilling outside of structural units or concrete shall be deposited in layers of not more than twelve (12) inches thick and shall be compacted to the density of the surrounding soil, unless indicated otherwise in these specifications and on the plans. No backfill may be placed against a concrete wall until the concrete has cured at least seven (7) days and the forms have been removed. In the case of a concrete box or similar underground structure, no backfill may be placed adjacent to or over the structure until the top slab has attained 1500 psi flexural strength.

Before placing backfill against walls of a partially completed structure, the Contractor shall determine from the Engineer whether the design features of the wall will permit such backfilling operations. The Contractor shall exercise care to prevent wedging action of backfill against structures, including stepping or serrating adjacent slopes if necessary.

All backfilling adjacent to a wall or a structure within three feet (3') or less shall be done using hand operating compaction equipment. Backfilling in this area shall be maximum six inches (6") thick.

Unless otherwise authorized by the Engineer, all backfilling shall be performed in the presence of the Engineer or his authorized representative.

160.04 MEASUREMENT AND PAYMENT

When not included as a Bid Item, this item will not be paid for directly but will be considered subsidiary to pay items.

ITEM 190

ABANDONMENT OR REMOVAL EXISTING STRUCTURES

190.01 DESCRIPTION

This item shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

190.02 METHOD OF REMOVAL

1. Culverts or Sewers:

   Pipe shall be removed by careful excavation of all dirt on top and the sides in such manner that the pipe will not be damaged. Those pipes which are deemed unsatisfactory for re-use by the Engineer may be removed in any manner the Contractor may select. Those pipes which are to be crushed in place shall be thoroughly crushed and may not be used as fill material within the eighteen (18") inches of the finished grade. Those pipes which are to be abandoned in place shall be sealed at both ends with concrete unless otherwise approved by the Engineer.

2. Concrete or Brick Structures:

   Concrete or brick structures or concrete portions of structures shall be removed by sledging the concrete into sizes not larger than one cubic foot. (Except designated salvageable items such as concrete pipe, beams, pilings, etc.).

3. Steel Structures:

   Steel structures (or steel portions of structures) shall be dismantled in sections as determined by the Engineer. The sections shall be of such weight and dimensions as will permit convenient handling, hauling, and storing. All necessary severing of connections between members, or between members and supports, shall be done in a manner which will not injure the members for reuse. Flame-cutting of members will be permitted only with the written permission of the Engineer.

4. Timber Structures:

   Timber structures or timber portion of structures shall be removed in such manner as to damage the timber for further use as little as possible. All bolts and nails shall be removed from such lumber as deemed salvageable by the Engineer.

Unless otherwise specified on the plans, timber piles shall be either pulled or cut off at a point not less than two (2) feet below ground line, with the choice between these two methods resting with the Contractor.

5. Fiberglass Structures:

Fiberglass structures shall be removed from the site and shall become the property of the Contractor to salvage or dispose of at his discretion, unless indicated otherwise on the plans.

190.03 UNDERGROUND PORTIONS OF STRUCTURES

Concrete portions of structures below the permanent ground line, which will, in the opinion of the Engineer, not interfere in any manner with the proposed construction, may be left in place. The removal shall be carried at least two feet below the permanent ground line and neatly squared off, unless indicated otherwise on the plans and details. Reinforcement shall be cut off close to the concrete.

When a sewer line, lift station, or other structure is to be constructed on the site of a structure to be removed, removal shall extend at least two (2') feet below and outside the proposed structure. If the old structure is located under a proposed road excavation, removal shall extend at least two (2') feet below the proposed undercut. The excavation shall be backfilled according to the requirements of the new structure or roadway.

190.04 SALVAGE

All material such as pipes, timbers, railings, concrete beams, etc., which the Engineer deems as salvageable for re-use shall be carefully removed and placed within the right-of-way at convenient loading points which will not interfere with traffic of construction. All of these materials shall be the property of the Owner. When specified, salvaged materials shall be hauled to a storage site designated by the Owner to be off loaded by the Contractor.

Materials which are not deemed salvageable by the Engineer shall become the property of the Contractor and shall be removed to suitable disposal areas away from the construction site as arranged for by the Contractor or otherwise disposed of in a manner satisfactory to the Engineer.

190.05 BACKFILL

All excavation made in connection with this item and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.

That portion of the backfill which will support any portion of that roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly if required and shall be compacted to the density required in the adjoining embankment. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.

Backfill which will support any portion of a structure or an underground pipe shall be placed in layers and compacted to the same density as the surrounding undisturbed soil. Special backfill material may be required by the specifications for the structure.

That portion of the backfill which will not support any portion of the roadbed nor embankment shall be place as directed by the Engineer in such a manner and to such state of compaction as will preclude objectionable amounts of settlement.

190.06 MEASUREMENT AND PAYMENT

When specifically included as a bid item, payment will be made at the lump sum price bid for removing structures. When not specifically included as a bid item, no direct pay will be made for this work and payment shall be considered subsidiary to pay items provided.

ITEM 200

STRUCTURAL CONCRETE

200.01 DESCRIPTION

This item governs materials, proportioning and mixing, testing, placing, finishing, and curing of all plain and reinforced cast-in-place concrete, fibermesh reinforced concrete, and prestressed concrete.

The concrete shall be composed of portland and other hydraulic cements, fine and coarse aggregate, fibermesh, and water, with or without admixtures, conforming to the design and test requirements of The American Concrete Institute(ACI), Mix Design or this specification. This item excludes lightweight concrete.

200.02 QUALITY ASSURANCE

1. Materials and work shall conform to the requirements of all standards, codes and recommended practices required in this section. In conflicts between standards, required standards and this specification, or this specification and the local building code, the more stringent requirement shall govern.

2. Contractor shall provide at least one person, when requested by the Engineer, who shall be present at all times during execution of any concrete work and who shall be thoroughly trained and experienced in placing the type of concrete specified and who shall direct all work performed under this section.

200.03 MATERIALS

Ready mix concrete conforming to ASTM C-94 or site-mixed concrete (dry weight 145-150 pounds per cubic foot.)

1. All cement used in any monolithic placement shall be of the same type and brand. Only one brand of each type of cement will be permitted in any one structure unless otherwise authorized by the Engineer. Only one brand of cement shall be used for exposed concrete. The Contractors shall furnish the Engineer with Certified Mill Test Reports for all types of cement used in the work.

    a. Type I Portland Cement shall conform to ASTM C-150.

    b. Blended Hydraulic Cement shall conform to ASTM C-595, excluding Type S and Type SA.

c. Expansive Hydraulic Cement, Type E-1 shall conform to ASTM C-845-76T.

CLASSIFICATION TABLE

Class - Type	Min. Comp. Strength		Max Water Content		Min. Cement Per C.Y.		Slump Range (in.)	Total Air Content (%)	Max. Agg. Size
	7 Day	28 Day	lbs. of Water/ lb. Cement	Gallons of Water/ Bag Cement	Lbs.	Bags			
Structural	2800	4000	0.45	5.65	564	6	5 - 7	2.5-4.5	0.75"-1"
General	2000	3000	0.60	6.75	470	5	5 – 7	2.5-4.5	1"-1.25"

* All Slump Ranges ± ½ inch Tolerance.

Note: a) Structural Concrete to contain approved admixture to increase workability. Water is not to be added to increase workability.

b) The Contractor shall submit his mix design to the Engineer for approval and shall modify as directed at no additional cost to the Owner.

2. Water used in mixing concrete shall be clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or reinforcement.

3. Aggregates shall be clean, uncoated, and free of any impurities other than nominal amounts of fine particles (clay and silt), the limits of which are specified herein. Aggregates shall conform with ASTM C-33 except that the gradation shall be within limits specified in the classification table. Aggregates shall be well graded and clean (Fine particles ≤ 5% by weight).

4. Fibermesh Reinforcement. Shall be 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Volume (Weight) per cubic yard shall equal a minimum of 0.1% (1.5 pounds).

5. Admixtures (requiring prior approval of the Engineer) to be used in concrete shall be produced and serviced by established, reputable manufacturers and used in compliance with manufacturer's recommendations.

a. Air-entraining Admixture shall conform to ASTM C-260, and when requested, certification attesting to compliance shall be furnished by the manufacturer.

b. Water-reducing, Set Controlling Admixture shall conform to ASTM C-494 and when requested, a qualified concrete technician employed by the manufacturer shall be available to advise and assist in the use, proportioning and adjustment of concrete mix.

c. Fly-ash or Other Pozzolans used as admixtures shall conform to ASTM C-618. Use 25% fly-ash for water tight structures such as water/wastewater treatment units; wet wells; etc.

6. Bar Supports (chairs) shall be plastic, plastic protected wire, stainless steel, or precast concrete supports. Precast concrete bar supports shall be wedge-shaped, not larger than 3-1/2 X 3-1/2 inches of thickness equal to that indicated for concrete cover and shall have an embedded hooked tie wire for anchorage.

7. Metal Accessories shall be spacers, chairs, ties, and other approved devices necessary for properly assembling, spacing and supporting the reinforcement in place.

8. Expansion Joint Material shall be premolded saturated felt, or other approved material, not less than plan thickness and as wide as the slab depth.

200.04 CONCRETE PROPORTIONING

The Contractor shall be responsible for the design and costs of all concrete mixtures and all concrete testing. Concrete shall be proportioned and produced to provide an average compressive strength as provided for herein. (f'_c = specified ultimate compressive strength of concrete).

1. Proportioning of concrete for the required compression strength (f'_c) shall be based on 28- day compressive test and shall be based on laboratory trail batches performed by an independent testing laboratory meeting the requirements of ASTM E-329 and approved by the Engineer, and/or on the basis of field experience, both as set forth in ACI 318-Latest Edition and this specification. The average compressive strength used as a basis for selecting the proportions shall exceed the specified f'_c as required by Engineer.

2. Proportions of materials for concrete shall conform to minimum cement content and maximum water to cement ratios for various classes as shown on Classification Table.

3. Where different materials are to be used for different portions of the work, each combination shall be evaluated separately.

4. Concrete proportions, including water-cement ratio, shall be established on the basis of field experience, or laboratory trial batches, with materials to be employed, as required herein.

5. Average Strength Reduction

After sufficient test data become available from the job, methods of "Recommended Practice for Evaluation of Compression Test Results of Concrete (ACI 214-65)" may be used to reduce the amount by which the average strength must exceed f'_c.

(1) Probable frequency of strength tests more than 500 psi below f'_c will not exceed 1 in 100;

(2) Probable frequency of an average of three consecutive strength tests below f'_c will not exceed 1 in 100, and;

(3) Concrete Classification Requirements Table are met.

6. Evaluation and Acceptance of Concrete

a. Frequency of Testing. Samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, nor less than once for each 100 cubic yard of concrete, nor less than once for each 5000 sq. ft. of surface area for slabs or walls. A minimum of four (4) samples will be taken.

On a given project, if total volume of concrete is such that frequency of testing required would provide less than five strength tests for a given class of concrete, tests shall be made from at least five randomly selected batches or from each batch if fewer than five batches are used.

When total quantity of a given class of concrete is less than 50 cubic yards, strength tests may be waived by the Engineer if in his judgment adequate evidence of satisfactory strength is provided.

Average strength of two cylinders from the same sample, tested at 28 days or the specified earlier age, is required for each strength test. Tests shall be made at 7, 14, and 28 days or prior to removal of forms or shoring (any temporary structures).

b. Tests of Cured Specimens. Samples for strength tests shall be taken in accordance with "Method of Sampling Fresh Concrete" (ASTM C-172).

Samples for strength tests shall be taken in accordance with "Method of Sampling Fresh Concrete" (ASTM C-172). Cylinders for strength tests shall be molded and laboratory cured in accordance with "Method of Making and Curing Concrete

Test Specimens in the Field" (ASTM C-31) and tested in accordance with "Method of Test for Compressive Strength of Cylindrical Concrete Specimens" (ASTM C-39).

Strength level of an individual class of concrete shall be considered satisfactory if both of the following requirements are met:

(1) The average of all sets of three consecutive strength tests equal or exceed required f'_c.

(2) No individual strength test (average of two cylinders) falls below required f'_c by more than 500 psi.

c. Investigation of Low-Strength Test Results. If any strength test of cured cylinders falls below required f'_c by more than 500 psi or if test indicate deficiencies in protection and curing, steps shall be taken to assure that load-carrying capacity of the structure is not jeopardized.

If the likelihood of low-strength concrete is confirmed and computations indicate that load-carrying capacity may have been significantly reduced, tests of cores drilled from the area in question may be required in accordance with "Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete" (ASTM C-42). In such case, three cores shall be taken for each strength test more than 500 psi below required f'_c.

If concrete in the structure will be dry under service conditions, cores shall be air dried (temperature 60 to 80 F, relative humidity less than sixty (60%) percent) for seven (7) days before test and shall be tested dry.

If concrete in the structure will be more than superficially wet under service conditions, cores shall be immersed in water for at least 48 hours and be tested wet.

Concrete in an area represented by core tests shall be considered structurally adequate if the average of three cores is equal to at least eighty-five (85%) percent of f'_c and if no single core is less than seventy-five (75%) percent of f'_c. To check testing accuracy, locations represented by erratic core strengths may be retested.

If criteria above are not met, and if structural adequacy remains in doubt, the Engineer may order load tests for the questionable portion of the structure, or take other action appropriate to the circumstances.

d. Slump Test: The contractor shall perform a slump test on the concrete prior to placing. The slump shall be in accordance with the classification table.

200.05 MIXING AND PLACING CONCRETE

1. Preparation

Preparation before concrete placement shall include the following:

(1) All equipment for mixing and transporting concrete shall be clean.

(2) All debris and ice shall be removed from spaces to be occupied by concrete.

(3) Forms shall be properly coated.

(4) Masonry filler units that will be in contact with concrete shall be well drenched.

(5) Reinforcement shall be thoroughly clean of ice or other deleterious coatings.

(6) Water shall be removed from place of deposit before concrete is placed unless a tremie is to be used or unless otherwise permitted by the Engineer.

(7) All laitance and other unsound material shall be removed before additional concrete is placed against hardened concrete.

2. Mixing

All concrete shall be mixed until there is a uniform distribution of materials and shall be discharged completely before mixer is recharged.

Ready-mixed concrete shall be mixed and delivered in accordance with requirements set forth in "Specification for Ready-Mixed Concrete" (ASTM C-94). Mixing water shall not be added after a truck has left the plant. No concrete shall be used in the work which has been held longer than one hour in a mixer truck.

Job-mixed concrete shall be mixed in accordance with the following:

(1) Mixing shall be done in a batch mixer of approved type.

(2) Mixer shall be rotated at a speed recommended by the manufacturer.

(3) Mixing shall be continued for at least 1-1/2 minutes after all materials are in the drum, unless a shorter time is shown to be satisfactory by the mixing uniformity tests of "Specification for Ready-Mixed Concrete" (ASTM C-94).

3. Conveying

Concrete shall be conveyed from mixer to place of final deposit by methods that will prevent separation or loss of materials.

Conveying equipment shall be capable of providing a supply of concrete at site of placement without separation of ingredients and without interruptions sufficient to permit loss of plasticity between successive increments.

4. Depositing

Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing.

Concreting shall be carried on at such a rate that at all times concrete remains plastic and flows readily into spaces between reinforcement. All concrete shall be thoroughly consolidated by suitable means during placement and shall be thoroughly worked around reinforcement and embedded fixtures and into corners of forms. The use of approved type of mechanical vibration is recommended and urged.

Concrete that has partially hardened or been contaminated by foreign materials shall not be deposited in the structure.

Retempered concrete or concrete that has been remixed after initial set shall not be used unless approved by the Engineer.

Top surfaced of vertically formed lifts shall be generally level.

When construction joints are required, joints shall be made in accordance with the details provided on structural drawings and Item 200.07.4, and in accordance with the General Concrete Construction Notes in the Construction Plans.

No concrete shall be placed until all pipes, conduits, sleeves, thimbles hangers, flashing and other items required to be placed in the concrete have been properly installed and approved by the Engineer.

Concrete may be placed when the temperature is 45 F, or more and rising, provided there is no reason to expect a drop in temperature to below 45 F within 12 hours of the placement of concrete. Concrete may not be placed when the temperature of the concrete is more than 90 F.

Before depositing concrete, forms shall be thoroughly wetted or coated with an approved form release product and all debris removed.

Water shall be removed from the space to be occupied by concrete and any continuous flow of water shall be diverted to a sump or removed by pumping.

Concrete shall be deposited continuously or in layers of such thickness that no concrete shall be deposited against hardened concrete. If a section cannot be placed continuously, construction joints may be located at points as provided for in the drawings or approved by the Engineer. Before depositing new concrete against old, the forms shall be retightened, the hardened surfaces cleaned and covered with a coating of mortar of an approved bonding liquid approved by the Engineer.

200.06 CURING

1. Concrete (other than high-early-strength) shall be maintained above 50° F and in a moist condition for at least the first seven (7) days after placement, except when cured in accordance with 200.06.3.

2. High-early strength concrete shall be maintained above 50° F and in a moist condition for at least the first three (3) days, except when cured in accordance with 200.06.3.

3. Accelerated Curing

   a. Curing by high pressure steam, steam at atmospheric pressure, heat and moisture, or other accepted process, may be employed to accelerate strength gain and reduce time of curing, with prior approval of the Engineer.

   b. Accelerated curing shall provide a compressive strength of the concrete at the load stage considered at least equal to required design strength at that load stage.

   c. Curing process shall be such as to produce concrete with a curability at least equivalent to the curing method of 200.06.1 or 200.06.2.

   d. Supplementary strength tests may be required to assure that curing is satisfactory. The Engineer may require strength tests of cylinders cured under field conditions to check adequacy of curing and protection of concrete in the structure.

4. Cold Weather Requirements

   a. Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near-freezing weather.

   b. All concrete materials and all reinforcement, forms fillers, and ground with which concrete is to come in contact shall be free form frost.

   c. Frozen materials or materials containing ice shall not be used.

   d. Temperature of concrete at time of placement shall not be less than 50 F.

5. Hot Weather Requirements

During hot weather, proper attention shall be given to ingredients, production methods, handling, placing, protection, and curing to prevent excessive concrete temperatures or water evaporation that may impair required strength or serviceability of the member or structure. Temperature of concrete at time of placement shall not be more than 90 F.

6. Immediately after placement, concrete shall be protected from premature drying, extremes in temperatures, rapid temperature changes, mechanical injury, and injury from rain and flowing water. All materials and equipment needed for adequate curing and protection shall be available at the job site prior to start of concrete placement. Concrete shall be protected from the damaging effects of rain for 12 hours, flowing water for 14 days and direct rays of the sun for 3 days. All concrete shall be adequately protected from damage. No fire nor excessive heat shall be permitted near nor in direct contact with concrete at any time.

7. Moist Curing:

Concrete moist-cured shall be maintained continuously (not periodically) wet for the entire curing period. If water or curing materials used stain or discolor concrete surfaces which are to be permanently exposed, they shall be cleaned as required by the Engineer. When wooden form sheathing is left in place during curing, the sheathing shall be kept wet at all times.

Horizontal surfaces shall be cured by ponding, by covering with a minimum uniform thickness of two (2") inches continuously saturated sand, or by covering with saturated non-staining burlap or cotton mats or sealed impervious sheet materials. . .the following exceptions are permitted:

1) Horizontal construction joints may be allowed to dry for twelve (12) hours immediately prior to placing of the following lift.

2) Where insulation is approved for cold weather protection, all joints in the insulation shall be sealed to prevent moisture loss and maintained sealed throughout curing period.

8. Membrane Curing:

Any surface to which concrete, paint, sack rubbed finish or any subsequent treatment that depends on adhesion or bonding to the concrete shall not be cured with curing compound. Curing compound shall be of an approved pigmented or non-pigmented type. On surfaces permanently exposed to view, the non-pigmented type containing a fugitive dye shall be shaded from direct rays of the sun for the first seven days of the curing period.

The curing compound shall be applied to formed surfaces immediately after the forms are removed and prior to any patching or other surface treatment except the cleaning of loose sand, mortar, and debris from the surface. The surfaces shall be thoroughly moistened with water and curing compound applied to unformed surfaces as soon as free water has disappeared. The curing compound shall be applied in a two-coat continuous operation by approved power spraying equipment and at a uniform coverage of not more than 400 square feet per gallon for each coat. Concrete surfaces on which the curing compound has been applied shall be adequately protected for the duration of the entire curing period from pedestrian and vehicular traffic and from any other cause which will disrupt the continuity of the curing membrane.

200.07 FORMWORK AND CONSTRUCTION JOINTS

1. Design

a. Forms shall be so constructed that the finished concrete will conform to the shape, line, grades, and dimensions indicated on the drawings. Lumber used in the forms for exposed surfaces shall be dressed to a uniform thickness and shall be horizontal or vertical. Lumber once used in forms, or used lumber, shall be cleaned and satisfactorily reconditioned to the satisfaction of the Engineer.

b. Forms shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be properly shored, braced, and otherwise supported so as to maintain the desired position and shape during and after placing concrete.

c. Bolts and rods shall be used for interval ties; they shall be arranged so that when the forms are removed, no metal shall be within the recommended concrete cover but not less than one (1") inch.

d. Forms and their supports shall be designed and erected without damaging previously placed structures.

e. Design of formwork shall include the following factors:

(1) Rate and method of placing concrete;

(2) Construction loads, including vertical, horizontal, and impact loads;

(3) Special form requirements for construction of shells, folded plates, domes, architectural concrete, or similar types of elements.

f. Forms for prestressed concrete members shall be designed and constructed to permit movement of the member without damage during application of

prestressing force.

g. If conditions are favorable, the Engineers may permit the use of earth forms for trenches or footings; in which case the bottom shall be level, clean and without fill; and the sides shall be even and clean and unless otherwise shown, shall be vertical. The bottom shall be covered with two inches (2") of compacted clean sand or a layer of plastic cover (Minimum of 4 mil. Thickness).

h. Suitable moldings or bevels shall be placed in the angles of forms to round or bevel the edges of the concrete where such shaping is shown on the drawing or where directed by the Engineer.

i. The inside of forms shall be coated with a non-staining mineral oil or other approved material. Oil shall be applied before the reinforcement is placed.

j. Temporary openings shall be provided at the base of column and wall forms and at other points where necessary to facilitate cleaning and inspection immediately before depositing concrete.

k. Form designs shall be submitted to the Engineer if the Contractor plans to construct any portion of vertical wall or columns at a height above 14'.

2. Removal of Forms

a. The removal of forms shall be subject to the Engineer's approval and shall not be started until the concrete has attained the necessary strength to support 125% of the sum of its own weight, weight of concrete and any construction live loads.

Sufficient strength may be demonstrated by field-cured test cylinders and by a structural analysis considering proposed loads in relation to field-cured cylinder strengths and strength of the forming and shoring system. Such analysis and strength test data shall be furnished by the Contractor to the Engineer when so required.

b. No construction loads exceeding combination of superimposed dead load plus specified live load shall be supported on any unshored portion of the structure under construction, unless the Contractor provides a detailed analysis that indicates adequate strength to support such additional loads.

c. Forms shall be removed in such manner without impairing the safety and serviceability of the structure. All concrete to be exposed by form removal shall

have sufficient strength not to be damaged thereby.

d. Form supports for prestressed concrete members may be removed when sufficient prestressing has been applied to enable prestressed members to carry their dead load and anticipated construction loads.

e. Forms will remain in place a minimum of 72 hours for all conditions except in the following case:

Concrete subject to high bending stress and wholly (or almost wholly) reliant on forms for vertical support. Examples: Roof or floor slabs and beams; undersides of sloping surfaces (flatter than 1:1); walkways and platforms; bridge decks and girders.

Forms will remain in place a minimum of 4-1/2 days in those areas where no immediate superimposed loading will occur and a minimum of 10 days at all other areas.

f. The early removal of forms (except as noted above) to facilitate the normal progress of work will be permitted only by approval of the Engineer, and in no case less than 24 hours after placement.

3. Conduits and Pipes Embedded in Concrete

a. Conduits, pipes and sleeves of any material not harmful to concrete may be embedded in concrete with approval of the Engineer, provided they are not considered to replace structurally the displaced concrete.

b. Except when plans for conduits and pipes are approved by the Structural Engineer, conduits and pipes embedded within a slab, wall, or beam (other than those merely passing through) shall satisfy the following:

(1) They shall not be larger in outside dimension than 1/3 the overall thickness of lab, wall, or beam in which they are embedded.

(2) They shall not be spaced closer than 3 diameters or widths on center.

(3) They shall not impair significantly the strength of the concrete.

(4) Concrete cover for pipes and fittings shall not be less than one and one-half (1-1/2") inches for concrete exposed to earth or weather, nor three-fourths (3/4") inches for concrete not exposed to weather or in contact with ground.

4. Construction Joints

a. Where a construction joint is to be made, the surface of concrete shall be thoroughly cleaned and all laitance and standing water removed.

b. Vertical construction joints shall be thoroughly wetted and coated with neat cement grout immediately before new concrete placement.

c. Construction joints not indicated on the design drawings shall be so made and located as not to impair significantly the strength of the structure and shall be approved by the Engineer.

d. Construction joints in floors shall be located near the middle of spans of slabs, beams, or girders, unless a beam intersects a girder at the middle location, in which case joints in the girders shall be offset a distance equal to twice the width of the beam.

Provision shall be made for transfer of shear and other forces through construction joints.

e. Beams, girders, or slabs supported by columns or walls shall not be cast or erected until concrete in the vertical support members is no longer plastic.

f. Beams, girders, column capitals, and haunches shall be considered as part of a slab system and shall be placed monolithically therewith.

g. Structures containing liquids shall have all exterior walls and bottom slab joints constructed with water stops and/or seals. When prevention of contamination and/or control of leakage is necessary at exterior or interior wall/slab, water stops and/or seals shall be provided at joints.

h. Horizontal joints in walls less than twelve feet high are not to be located for contraction or expansion, but for construction only. Such horizontal wall joints shall be minimal and as approved by the Engineer only.

Triangular fillet seals should be made on liquid-face when leakage control is necessary.

i. Vertical joints in walls shall be located at points of no shear. Joints shall be constructed with water-stops and fillet seals where control of leakage is required.

j. Where slabs are cast in two separate lifts, joints are to be staggered. All joints shall be located at positions of no shear.

k. Longitudinal keys at least one and one-half (1 - 2") inches deep shall be provided in all joints in walls and between walls and slabs or footings.

l. When joints are not indicated on plans, Contractor shall supply shop drawings clearly indicating all joints in any part of the structures, sequence of pours and time lapse for control of shrinking, for approval by the Engineer. No intermediate joints will be allowed other than those on the approved shop drawings without the express approval of the Engineer.

200.08 PATCHING AND SURFACE FINISH

1. GENERAL

After forms are removed, the Contractor shall remove all concrete fins, projections and form ties. All surfaces which will remain exposed will be inspected by the Engineer and all voids, stone pockets, tie holes, honeycombed and defective areas shall be patched as directed. The patching mortar shall be sand-cement grout with sufficient white Portland Cement added to effect a match with the concrete surfaces. Areas to be patched shall be clean, free of loose material and dampened before applying grout. The patched areas shall be rubbed before the grout is set hard to blend into adjacent areas.

2. FINISHED EXPOSED SURFACES

The type of surface finish shall be one of the three types herein described as called for on the plans or in the special provisions. Where the plans do not specify the type of surface finish, Type I Surface Finish shall be used.

Type I Surface Finish:

All faces of concrete units including the exterior and interior sections, the underside of overhanging beams, and all portions of piers, columns, bents, retaining walls, and culverts which are exposed to view after backfill is placed shall be surface finished with a first and second rubbing as hereinafter described. The area inside of culvert barrels including both sidewalls and the underside of the top slab shall be a distance equal to one-third (1/3) the clearance height but not less than eighteen (18) inches shall be considered exposed to view.

Forms for all surfaces which are to be finished as specified above shall be face lined with a lining material such as masonite or plywood.

The finish for the joints of concrete culverts (including those used for basin construction), seams from concrete forms, and all others concrete sections shall have the same look, texture, and be uniform for all surfaces within view of normal pedestrian trafficked areas.

Type II Surface Finish: All concrete units including the exterior and interior sections, the underside of overhanging beams, and all portions of piers, columns, bents, retaining

walls, and culverts which are exposed to view after backfill is placed shall be surface finished with a first and second rubbing as hereinafter described.

The following concrete surfaces, while not required to be rubbed, shall be made of smooth and uniform texture by face lining the forms with a lining material such as masonite or plywood; the outside vertical face of curbs and slabs, the underside of overhanging slabs, and all portions of piers, columns, bents, and retaining walls which are exposed to view after backfill.

Type III Surface Finish: All concrete units including the exterior and interior sections, the underside of overhanging beams, and all portions of piers, columns, bents, retaining walls, and culverts which are exposed to view after backfill is placed shall be surface finished with a first and second rubbing as hereinafter described. No other rubbing will be required except as hereinafter specified for patching and correcting defective surfaces. No face lining of forms will be required with Type III Surface Finish.

The first rubbings shall be performed as follows: as soon as forms are removed, all necessary pointing shall be done. When the pointing has set sufficiently to permit it, all surfaces requiring surface finish shall be wet with a brush and given a first surface rubbing with No. 16 Carborundum Stone or an abrasive of equal quality. The rubbings shall be continued sufficiently to bring the surface to a paste, to remove all form marks and projections and to produce a smooth dense surface without pits or irregularities. The use of cement to form a surface paste will not be permitted.

Where a second rubbing is not specified, cambered corners shall be rubbed in the first rubbing and the material which has been ground to a paste in the rubbing process shall be spread uniformly over all rubbed surfaces by striping with a brush and the mortar on the surface shall be allowed to take a re-set. The surface shall be left with a clean, neat, and uniform appearance and shall be uniform in color.

Where a second rubbing is to follow the first rubbing, the material ground into a paste during the first rubbing shall be carefully spread or brushed uniformly over the surface and allowed to take a re-set, but washing down following this first rubbing will not be required. Also, cambered corners generally shall not be rubbed in the first rubbing if a second rubbing is to follow.

The second rubbing, when required, shall be performed as follows: during the process of conditioning the complete structure for final acceptance, the surfaces of the entire structure requiring finish shall be given a final finish with a No. 30 Carborundum Stone or an abrasive of equal quality. On completion of this rubbing, the surface shall be neatly striped with a brush, and the mortar on the surface shall be allowed to take a re-set. The surface shall then be washed down with clean water. The entire structure shall be left with a clean, neat and uniform appearing finish and shall be uniform in color. The

surface of concrete roadway and sidewalk slabs shall be finished by floating, screening and belting.

Rubbing of surfaces other than those herein specified will not be required, unless such surfaces are not true or have porous spots or honeycombed areas. In case these defects occur, the areas immediately affected shall be given a first surface rubbing. Such rubbing shall extend over a sufficient area around the blemished portions to blend the rubbed area into the surrounding unfinished surface, but this shall not be construed to require the rubbing of large areas of unblemished surfaces of the portion of the structure in question unless, however, the result is a non-uniform look. In this case, the remaining surfaces shall be finished for a uniform look for all surfaces within view of normal pedestrian trafficked areas.

200.09 DEFECTIVE WORK

The following defects shall be cause for rejection of placed concrete:

1. Voids, rock pockets, honeycombing, and spalled areas which, in the opinion of the Engineer, cannot be satisfactorily repaired, will affect the strength of the structure materially, or will limit the life of the reinforcement.

2. Uneven or bulged surfaces resulting from shifting of the forms during placement or curing.

3. Concrete found structurally inadequate after thorough investigation according to Item 200.04.6 Subsections **a** through **c**.

Upon discovery of any of these defects, the Engineer may declare the structure defective and require the Contractor to remove and replace the portion of the structure affected, at the Contractor's expense.

200.10 PAYMENT

Payment for concrete in place will be paid for only when specifically included as a bid item. This price shall be full compensation for furnishing, forming, pouring, providing and installing reinforcing steel, finishing, and curing.

When not included as a bid item, concrete placement will be considered incidental to pay items.

ITEM 247

ROAD BASE/FLEXIBLE LIMESTONE

247.01 DESCRIPTION

This item shall govern for the delivery and stockpiling as herein specified or established by the Engineer.

247.02 MATERIALS

The flexible base material shall be crushed as necessary to meet the requirements herein, and shall consist of durable coarse aggregate particles and binding materials.

A. General

The use of flexible base-limestone, as shown on the plans, shall be the thickness indicated compacted in place to 95% Standard Proctor.

B. Physical Requirements

1. General

The flexible base material shall meet the physical requirements for the specified grade(s) as set forth in Table 1.

Additives, such as, but not limited to, lime, cement or fly ash, shall not be used to alter the soil constants or strengths shown in Table 1, unless otherwise shown on the plans.

Unless otherwise shown on the plans, the base material shall have a minimum Bar Linear Shrinkage of 2 percent as determined by Test Method Tex-107-E, Part II

2. Type A

Type A material shall be crushed stone produced from oversize quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.

TABLE 1

PHYSICAL REQUIREMENTS

GRADE I		GRADE 2	
Triaxial Class 1: Min. compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure		Triaxial Class 1 to 2.3: Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure	
Master Grinding		Master Grinding	
1-3/4"	0	2-1/2"	0
7/8"	10-35	1-3/4"	0-10
3/8"	30-50		
No. 4	45-65	No. 4	45-75
No. 40	70-85	No. 40	60-85
Max LL	35	Max LL	40
Max PI	10	Max PI	12
Wet Ball Mill		Wet Ball Mill	
Max	40	Max	45
Max increase in Passing		Max increase in Passing	
No. 40	20	No. 40	20

Notes:

1. Gradation requirements are percent retained on square sieves.
2. When a magnesium, soundness value is shown on the plans the material will be tested in accordance with Test Method Tex-411-A.
3. When lightweight aggregates are used, the wet ball mill requirements will not apply and the lightweight aggregate shall meet the Los Angeles Abrasion, Pressure Slaking and Freeze Thaw requirements of Item 303, "Aggregate for Surface Treatment (Lightweight)".

C. Pilot Grading

When pilot grading is required on the plans, the flexible base shall not vary from the designated pilot grading of each sieve by more than five (5) percentage points. However, the flexible base grading shall be within the master grading limits as shown in Table 1. The pilot grading may be varied by the Engineer as necessary to insure that the base

material produced will meet the physical requirements shown in Table 1.

D. Testing

Testing of flexible base materials shall be in accordance with the following Department standard laboratory test procedures:

Moisture Content	Tex-103-E
Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Bar Linear Shrinkage	Tex-107-E, Part II
Sieve Analysis	Tex-110-E
Moisture-Density Determination	Tex-113-E
Roadway Density	Tex-115-E
Wet Ball Mill	Tex-116-E
Triaxial Tests (Part I or II as selected by the Engineer)	Tex-117-E
Particle Count	Tex-460-A, Part I

Samples for testing the base material for triaxial class, soil constants, gradation and wet ball mill will be taken prior to the compaction operations.

E. Tolerances

Unless otherwise shown on the plans, the limits establishing reasonably close conformity with the specified gradation and plasticity index are defined by the following:

1. Gradation

The Engineer may accept the material, providing not more than one (1) out of the most recent five (5) consecutive gradation tests performed are outside the specified limits for master grading or pilot grading, as applicable, on any individual sieve by no more than five (5) percentage points.

2. Plasticity Index

The Engineer may accept the material providing not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

F. Material Sources

The flexible base material shall be furnished by the Contractor. When a non-commercial

source is utilized, it shall be opened in such manner as to immediately expose the vertical faces of all the various strata of acceptable material. Unless otherwise approved by the Engineer, the material shall be secured and processed by successive vertical cuts extending through all of the exposed strata.

Unless otherwise shown on the plans, the flexible base material shall be temporarily stockpiled prior to delivery to the roadway. Unless otherwise shown on the plans, the stockpile shall not be less than 10 feet in height and shall be made up of layers not greater than two (2) feet in thickness. After a sufficient stockpile has been constructed the Contractor may proceed with loading from the stockpile for delivery. In loading from the stockpile for delivery, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

When temporary stockpiles are to be tested for acceptance prior to delivery to its intended use, any stockpile that has been sampled and accepted shall not have material added or removed unless otherwise approved by the Engineer. The Contractor will be charged for additional sampling and testing required as a result of material being removed from a previously approved stockpile without the approval of the Engineer. Such charges will be deducted from the Contractor's estimates.

G. Stockpile Delivery

It shall be the responsibility of the Contractor to prepare the stockpile site, to provide and deliver the required amount of base material to the designated stockpile site and to construct the stockpile. Unless otherwise shown on the plans, the stockpile shall not be less than ten (10) feet in height and shall be made up in layers not to exceed two (2) feet in thickness.

247.03 MEASUREMENT

Measurement will either be by lump sum, square yards or be by the ton of 2000 pounds dry weight in vehicles as delivered. For weight measurement, a set of standard platform truck scales conforming to the requirements of Item 520, "Weighing and Measuring Equipment' shall be furnished by the Contractor and placed at a location approved by the Engineer. When the material is weighed during mixing or batching, reweighing will not be necessary. The dry weight will be determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The moisture in the material will be determined in accordance with Test Method Tex-103-E at least once each day and more often if conditions warrant.

247.04 PAYMENT

The work performed and materials furnished in accordance with this Item and measured as

provided under "Measurement" will be paid for at the unit price bid for "Flexible Base-Limestone" of the type, grade and measurement specified. This price shall be full compensation for securing and furnishing all materials, including royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loading all materials; for hauling and delivering, for labor, tools and incidentals necessary to complete the work.

When the plans specify "Flexible Base (Stockpile Delivery)", the unit price bid also will be full compensation for preparing the stockpile area and for spreading and shaping the material in the stockpile.

When not specifically provided for in the Bid Proposal, Flexible Base Limestone shall be incidental to other appropriate bid items. When provided for as a lump sum item, unit price quantities will not be used.

ITEM 300

VALVES

300.01 GENERAL

The Contractor shall furnish all equipment, materials, fittings, and appurtenances and perform all necessary operations required for a complete installation of each valve in its specified location. This shall include all nuts and bolts, gaskets, and supports. Where required, manhole enclosures shall be installed as shown in the details with traffic load lids marked "Sewer" or "Water", as appropriate.

300.02 GATE VALVES

Gate valves shall strictly conform to the requirements of the latest revisions of the American Water Works Association Standard Specification C509 in addition to changes and additions specifically stated in these specifications. Gate valves for this project shall be American Valve & Hydrant Model AFC-500 FLG x FLG or prior approved equivalent. The gate valve shall be designed to withstand a minimum of 400 psi while in the open position and a minimum of 200 psi in the closed position.

Valve Construction shall be as follows:

1. All gate valves shall be of the non-rising stem type and shall be resilient seated. Those valves installed under ground shall have an operating nut and shall include a valve box as indicated in the plans and those valves installed above ground shall have a hand wheel. Valve boxes for sewage applications shall have lids marked "Sewer" and those for water applications shall have lids marked "Water".
2. The valve body and the bonnet shall be cast from a high grade gray cast iron conforming to the latest revision of ASTM A-126 Class B. The valve stem, stem nuts, and stem collars shall be forged from manganese bronze.
3. The minimum number of turns required to fully open a gate valve shall be a minimum of 4 turns per inch of nominal diameter for each gate valve.
4. All ferrous surfaces, both inside and out, shall be coated with a fusion bonded epoxy conforming to the latest revision of AWWA C550.

300.03 SWING CHECK VALVES

Check valves shall be swing check type and shall conform to the latest revisions of AWWA C508. Check valves shall be gray iron flange x flange, ANSI B16.1 Class 125, with stainless steel shaft and ductile iron hinge with pin. The check valve shall have a minimum working pressure of 200 psi. The check valve shall be as per AFC 50SC line swing check valve or prior approved equivalent. Check valves shall be supplied with outside weight, lever, and spring.

300.04 SILENT GLOBE CHECK VALVES

Check valves shall be globe style silent check valves and shall conform to the latest revisions of AWWA C508. Check valves shall be gray iron ASTM A-126-B, with stainless steel spring and screws. The seat, plug and bushings shall be bronze, B-62. The check valve shall have a minimum working pressure of 400 psi.

300.05 BALL VALVES

Ball valves shall conform to the latest revisions of AWWA specifications. The ball valve shall be threaded and have a full ported all bronze body except the ball and stem which shall be stainless steel, unless noted otherwise on the plans.

300.06 PLUG VALVES

Eccentric plug valves shall be DeZurik Permaseal valves or approved equivalent. The valve body shall be constructed of cast iron or ductile iron. It shall be equipped with ANSI Class 150 flanges on each end and a handle. All joints and castings shall be completely watertight. No casting shall show any indication of permanent distortion. The resilient mechanism shall provide zero leakage at the rated water working pressure when installed with the flow in either direction. All seats shall be PTFE type. The valve shall be furnished with all required bolts, glands, and gaskets for a complete installation.

300.07 BUTTERFLY VALVES

Butterfly valves shall strictly conform to the requirements of the latest revisions of the American Water Works Association Standard Specification C504 in addition to changes and additions specifically stated in these specifications. Butterfly valves for this project shall be DeZurik valves or prior approved equivalent.

Butterfly valves shall have wafer type or flanged bodies and shall be resilient seated. The valve body shall be cast from a high grade gray cast iron conforming to the latest revision of ASTM A-126 Class B. The disc shall be ductile iron conforming to the latest revision of ASTM A 395. The shaft shall be type 416 stainless steel conforming to ASTM A276. The wafer type valves shall be operated with a minimum 10 position lever while the flanged butterfly valves shall have an operating nut with a removable handle.

300.08 COMBINATION AIR VALVES FOR SEWAGE/WATER SERVICE

The combination air release valve (single body double orifice) shall be of the single housing type and have both the features of an air/vacuum and an air release valve with a working pressure of up to 250 psi. The combination valve shall have an inlet and an outlet as shown in the plans. The valve body shall be epoxy coated steel. Floats shall be made of composite material. Nuts

and bolts shall be stainless steel according to ASTM 276. The valve shall not have any corrosive type materials in its construction.

The Contractor shall furnish all equipment, appurtenances, and labor necessary for the installation of a complete air valve. Installation shall be in the vertical position at high points in the piping system and will include an inlet valve, and air valve. The inlet valve shall be a stainless steel ball valve with stainless steel stem and handle, or other non-corrosive material approved by the Engineer. PVC valves or handles will not be allowed. The assembly shall be installed in accordance with the locations and notes in the plans. Backflushing attachments shall be provided with the valve.

Manufacturers shall be **A.R.I. Flow Control Accessories, model D-020, D-023, and D-023 NS** or prior approved equivalent.

300.09 PAYMENT

Payment for valves shall include payment for furnishing all equipment and materials necessary for a complete installation. Materials shall include, but not be limited to Megalug flanges, valve, valve box or other specified enclosure such as manholes, fittings, nuts and bolts, polywrap, painting, and testing. Where not specifically provided for in the bid proposal, payment for valves shall be considered incidental to appropriate bid items.

ITEM 325

SANITARY SEWER SYSTEM TESTING

325.01 DESCRIPTION

This Item shall govern for the furnishing of all materials and equipment and performance of all operations necessary for testing of the completed sanitary sewer lines and manholes prior to being placed in service.

The Contractor shall provide all necessary equipment and shall perform all work required in connection with the tests. All pipe installations shall be tested. The contractor shall complete the test record form and submit it to the Engineer before the improvements are considered tested.

325.02 PRESSURE MAIN TESTING

The test pressure shall be 50 psi greater than the maximum force main design pressure or 125 pounds per square inch gauge, whichever is greater. The test shall be held for a period of four (4) hours.

Each test section shall be slowly filled with water, care taken to expel all air from the pipe. If necessary, the pipes shall be tapped at high points to vent the air. There will be no extra charge to the Owner for venting.

At the end of the test period, the amount of leakage shall be determined by the quantity of water that must be supplied into the pipe, or any valved section thereof, to maintain pressure within five pounds per square inch of the specified test pressure, after the air in the pipe has been expelled. The maximum allowable leakage shall be calculated using the following formula.

$$L = \frac{10 \cdot S \cdot D \cdot T}{(5280)\,(24)}$$

Where L = total leakage in gal.
S = length of pipe in ft
D = inside diameter of pipe in inches
T = duration of test in hours

If the quantity of leakage exceeds the maximum amount calculated, the failed section will be rejected and not accepted until it meets the above requirements.

325.03 GRAVITY LINE TEST

A. Ground Water Level

It is imperative to determine an accurate water table at the time of testing. Any approved and logical method of determining the water table will be considered.

B. Low Pressure Air Test

A low pressure air test shall be conducted on the sewer lines less than 36" in diameter unless the pipe is to be joint tested.

Conduct test between two (2) consecutive manholes, as directed by the Engineer.

The test section of sewer line is plugged at each end. One of the plugs used at the manhole must be tapped and equipped for the air inlet connection for filling the line from the air compressor.

All plugs shall be properly braced against the internal pressure to prevent air leakage by slippage and blowouts.

Connect air hose to tapped plug selected for the air inlet. Then connect the other end of air hose to the portable air control equipment which consists of valves and pressure gauges used to control:

a. The air entry rate to the sewer test section, and

b. to monitor the air pressure in the pipe line.

More specifically, the air control equipment includes a shut-off valve, pressure regulating valve, pressure reduction valve and a monitoring pressure gauge having a pressure range from 0 to 15 psi. The gauge shall have minimum divisions of 0.10 psi and an accuracy of + or - 0.04 psi.

Connect another air hose between the air compressor and the air control equipment.

Supply air to the test section slowly, filling the pipe line until a constant pressure of 3.5 psig plus 0.433 psi for each foot of ground water level above the invert of the pipe. The air pressure must be regulated to prevent pressure inside the pipe from exceeding 15.0 psig.

When constant pressure of 3.5 psig above ground water pressure adjustment is reached, throttle the air supply to maintain the internal pressure at 3.5 psig plus ground water pressure adjustment for at least 5 minutes. If leakage is detected at any cap or plug, release the pressure in the line and tighten all leaky caps and plugs. Then start the test operation again by supplying air. When it is necessary to bleed off the air to tighten or repair a faulty plug, a new five-minute interval must be allowed after pipe line has been refilled.

After the stabilization period, adjust the air pressure to just above 3.5 psig above ground water pressure adjustment and shut off or disconnect the air supply.

Observe the gauge until the air pressure reaches 3.5 psig above ground water pressure adjustment. At 3.5 psig above ground water pressure, commence timing with a stop watch which is to run until the line pressure drops to 2.5 psig above the ground water pressure at which time the stop watch is stopped.

If the time, in minutes and seconds, for the air pressure to drop 1.0 psig is greater than that shown in the table below for the designated pipe size, the section undergoing test shall have passed.

If the time, in minutes and seconds, for the 1.0 psig drop is less than that shown in the table below for the designated pipe size, the section of pipe shall not have passed the test; therefore, adequate repairs must be made and the line retested.

Minimum Time-Air Test

$$T = \frac{0.085 \text{ X } D \text{ X } K}{Q}$$

T = time for pressure to drop 1.0 pound per square inch gauge in seconds
K = 0.000419 X D X L, but not less than 1.0
D = average inside pipe diameter in inches
L = length of line of same pipe size being tested, in feet
Q = rate of loss, 0.0015 cubic feet per minute per square foot internal surface shall be used

Since a K value of less than 1.0 shall not be used, there are minimum testing times for each pipe diameter as follows:

Pipe Diameter (inches)	Minimum Time (seconds)	Length for Minimum Time	Time for Longer Length (seconds)

		(feet)	
6	340	398	0.855(L)
8	454	298	1.520(L)
10	567	239	2.374(L)
12	680	199	3.419(L)
15	850	159	5.342(L)
18	1020	133	7.693(L)
21	1190	114	10.471(L)
24	1360	100	13.676(L)
27	1530	88	17.309(L)
30	1700	80	21.369(L)
33	1870	72	25.856(L)

The test may be stopped if no pressure loss has occurred during the first 25% of the calculated testing time. If any pressure loss or leakage has occurred during the first 25% of the testing period, then the test shall continue for the entire test duration as outlined above or until failure.

C. Joint Testing for Pipes 36" and Larger in Diameter

Lines with a 27-inch average diameter and larger may be air tested at each joint instead of low pressure air testing. Pipe greater than 36 inch diameter must be tested for leakage at each joint. If the joint test is used, a visual inspection of the joint shall be performed immediately after testing. The pipe is to be pressurized to 3.5 psi greater than the pressure exerted by groundwater above the pipe. Once the pressure has stabilized, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be 10 seconds.

D. Deflection Test

Deflection tests shall be performed on all semi-rigid pipe in accordance with the TCEQ Chapter 217 design requirements. The test shall be conducted after the final backfill is in place for 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid mandrel (required for pipes less than 27" in diameter), the diameter of the
mandrel shall be a minimum of 95% of the inside diameter of the carrier pipe in accordance with the TCEQ requirements. The test shall be performed without the use of mechanical pulling devices.

325.04 MANHOLE TESTING

Testing of new or rehabilitated sanitary sewer manholes shall be independent of testing of sanitary sewer lines and shall be by either hydrostatic exfiltration test or vacuum test according to the following.

A. Hydrostatic Exfiltration Test

The hydrostatic exfiltration test shall be as follows:

1. Plug all incoming and outgoing lines securely.

2. Fill manhole with water up to the top.

3. The water level shall be maintained full for at least one hour.

4. If the water loss exceeds the maximum allowable of 0.025 gallons per foot diameter per foot of manhole depth per hour, the manhole shall have failed the test.

   For concrete manholes, a wetting period of 24 hours may be used prior to testing in order to allow for saturation of the concrete.

5. Repair and retest any manholes which fails the test.

B. Vacuum Test

1. DESCRIPTION

   This specification governs all work and materials necessary to perform vacuum testing of new or existing sanitary sewer manholes. Manholes may be tested after installation with all connections (existing and/or proposed) in place. Vacuum testing may be performed prior to or after backfilling by the installer. Final acceptance, in accordance with the requirements of this specification, will consist of vacuum testing of the completed and installed structure (manhole) in place to include manhole/adjustment rings and manhole casting.

2. MATERIALS

   Vacuum testing shall consist of a minimum of the following:

   a. Engine.

b. Vacuum Pump.

c. Hose.

d. Test Head device capable of sealing opening in manhole casting as required.

e. Pneumatic Test Plugs - these plugs shall have a sealing length equal to or greater than the diameter of the connecting pipe to be sealed.

3. PROCEDURE

a.. The test head shall be placed at te to of the manhole in accordance with the manufacturer's recommendations.

b. A vacuum of 10 inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 inches of mercury.

c. The manhole shall pass if the time for the vacuum reading to drop from 10 inches of mercury to 9 inches of mercury meets or exceeds the values indicated in Table

d. If the manhole fails the initial test, necessary repairs shall be made by an approved method. The manhole shall then be retested until a satisfactory test is obtained.

TABLE 1 - Minimum Test Times for Various Manhole Diameters (ASTM C1244)

Depth	Diameter, inches				
(Feet)	42	48	54	60	72
		Time, seconds			
8	17	20	23	26	33
10	21	25	29	33	41
12	25	30	35	39	49
14	30	35	41	46	57
16	34	40	46	52	67
18	38	45	52	59	73
20	42	50	53	65	81
22	46	55	64	72	89
24	51	59	64	78	97
26	55	64	75	85	105
28	59	69	81	91	113
30	68	74	87	98	121

4. TESTING AND CERTIFICATION

a. Testing shall be done by the Contractor and witnessed by the Engineer or his representative. All manholes and structures shall be tested as finished and completed for final acceptance.

b. ANY DEFECTIVE WORK OR MATERIALS shall be corrected or replaced by the Contractor and retested. This shall be repeated until all work and materials are acceptable.

325.04 MEASUREMENT AND PAYMENT

Work performed and materials furnished as prescribed by this Item will not be measured or paid for directly, but shall be considered subsidiary to the various bid items in the contract.

A. Pressure Main Test Report Form

Date:_____

Line Segment(s) Tested (with Line Size):_____

All Valves Open/Closed:_____ Flow Meter Calibrated:_____

Initial Flow Meter Reading: _____ gal

Beginning Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Total Water Pumped: _____ gal

Leakage Calculation:_____
_____
_____
_____
_____

Allowable Leakage for Test Section: _____ gal Passed: ____ Failed: ____

B. Air Test Report for Gravity Sewer Line

Date :_____

Line Segment(s) Tested (with Line Size):_____

Time allowed for 0.5 psi pressure drop:_____

Beginning pressure:_____

Ending pressure:_____

Time for drop:_____ Passed: ____ Failed:___

Person conducting test: _____

C. Vacuum Test Report for Gravity Sanitary Sewer Manholes

Date:_____

Manhole Designation: _____

Time for vacuum drop from 10 inches of Mercury to 9 inches of Mercury: _____

Pass: _____ Fail:_____

Person conducting test: _____

D. Hydrostatic Exfiltration Test

Date:_____

Manhole Designation: _____

Height of water that leaked from manhole: _____

Volume of water that leaked from manhole: _____ gal per ft diam per ft depth per hour

Pass: _____ Fail:_____

Person conducting test: _____

ITEM 350

BORING

350.01 GENERAL

This specification shall cover materials and procedures required for installing pipelines under roadways, highways, railroads and ditches as indicated on the plans. Items of work included herein are bore without encasement and bore with encasement.

350.02 MATERIALS

The carrier pipe shall be as specified under appropriate specifications included herein. The encasement pipe shall be as called for in the plans and specified below.

A. Steel Encasement

Specification for steel encasement pipe shall be steel pipe ASTM A 139, Grade B. The exterior of the casing pipe shall have a minimum of 20 mils of coal tar epoxy applied in three separate coats after surface preparation. Surface preparation shall be a minimum SSPC-SP10-85, a near white condition. The Contractor shall mechanically brush any blemishes and welded joints and paint with a quick cure coal tar epoxy.

The contractor shall be responsible for determining the appropriate wall thickness of the casing. The casing and joints shall be designed to carry thrust of jacks or loads due to pulling mechanism in combination with overburden, earth, and hydrostatic loads. Select casings for dry augering to withstand action of auger without damage. Use the following design elements:

1. Design stress in pipe wall shall be 50 percent of minimum yield point of steel or 18,000 psi, whichever is less, when subjected to applicable loading conditions;

2. Wall thickness shall provide for a maximum allowable deflection which does not exceed 3 percent of nominal casing diameter;

3. User Cooper E-80 locomotive loading distribution as criteria for railroad crossings in accordance with AREMA specifications for culverts. In design, account for additive loadings due to multiple tracks;

4. Use H-20 vehicle loading distribution as criteria for truck loading in accordance with AASHTO;

5. When not specifically indicated on the plans or in the specifications, select casing diameter to permit practical installation (including skids or spacers) and grouting.

B. HDPE Encasement

Specification for high density polyethylene (HDPE) encasement pipe shall be high density polyethylene DR11 pipe, iron pipe size (IPS) in accordance with ASTM D 3350 and ASTM F 714. Pipe meet the requirements of AWWA C906-90 "Polyethylene (PE) Pressure Pipe and Fittings, 4 in through 63 in, for Water Distribution."

C. Carrier and Casing Sizes

The carrier and casing material options shown below are approximate sizes and thicknesses for bidding purposes. The Contractor shall submit the recommended sizes, thicknesses, and clearances to the Engineer in accordance with the design parameters contained herein.

Carrier Pipe	Steel Casing Pipe

350.03 METHODS OF CONSTRUCTION

A. GENERAL

Bore pits and tail trenches shall be located to prevent damage to surrounding facilities and shall not be larger or deeper than required for the bore and as shown on the plans. Any damages to adjacent facilities caused by the Contractor's work shall be repaired or replaced by the Contractor at his expense. The Contractor shall provide shoring, sheet piling, or other stabilization equipment as required for a safe installation and in accordance with the Trench Safety specification contained herein. All trench backfill shall be mechanically tamped back to its original density. Clean up of the area requires all roadway shoulders, berms, slopes, and ditches be shaped to original condition or better.

All bores shall be accomplished with a mechanical boring machine capable of producing a smooth, straight bore. The boring device shall be capable of making grade adjustments at the boring face during the boring process. Grade shall be controlled using a laser beam or other approved leveling device. The size of the bore shall be such that sufficient room is provided for bells and joints.

Bores in Texas Department of Transportation ROW shall be wet bores if the bore hole is 15" or smaller and shall be dry bores if the bores are larger than 15".

B. HORIZONTAL DIRECTIONAL DRILLING

Steerable method for the installation of pipes using a surface launched drilling rig, in which a fluid filled pilot bore is drilled. The hole is then enlarged to the size required by rotating a large pipe and cutting head. Tracking of the drill string is done by using a down hole survey tool. The required deviation during pilot boring is achieved by positioning the bent sub. The void between the pipe and the bore hole wall shall not be greater than 1" or it shall be pumped full of grout in accordance with ASTMC 476.

The contractor shall be responsible for ensuring the facilities crossed are not damaged from heaving of the soil or any other portion of the boring operation. The contractor shall employ whatever means necessary to prevent damage including relief holes, removal of materials to prevent excessive pressures, additional incremental cutting procedures, and/or any other procedure recommended by the equipment manufacturer. Any damage caused by the contractor shall be repaired or replaced at his expense.

C. WET BORES

The bore hole shall be of such a diameter to permit the insertion of the carrier pipe following the removal of excess materials from the bore hole. The bore shall allow for the insertion of the carrier pipe by jacking without exceeding the jacking load capacity of the pipe as specified by the manufacturer. The bore diameter shall not be more than 1" larger than the maximum diameter of the carrier pipe. Annular void between the pipe and the bore hole wall shall pumped full of grout if the annular space is greater than 1". Pumping of grout shall be in accordance with ASTM C-476.

D. DRY BORES

The bore shall be made so as to facilitate the immediate placement of the casing pipe by jacking. Casing shall be installed with even bearing throughout its length laid at the grade indicated on the plans. The bore hole shall be of such a diameter to permit the insertion of the casing pipe without exceeding the jacking load as specified by the manufacturer. The bore diameter shall not be more than 1" larger than the maximum diameter of the casing pipe. Annular voids between the pipe and the bore hole wall shall pumped full of grout if the annular space is greater than 1". Pumping of grout shall be in accordance with ASTM C-476. The removal of excess material through the inside of the casing shall be accomplished in a manner that will not damage the protective coating. The carrier pipe shall be supported with a minimum of casing spacers with a minimum of two per joint of pipe so as to provide adequate support and to prevent damage to pipe bells during installation. Casing spacers shall be of a non corroding material such as polyethylene and must be approved by the Engineer. The pipe shall not rest on the pipe bells, but, rather, on the supports. The annular space at both ends of the encasement pipe shall be plugged with grout 12" into the pipe to prevent excessive water infiltration.

E. JACKING OF CASING PIPE

Heavy duty jacks suitable for jacking of the casing pipe size and type as specified herein shall be used by the Contractor. The jacking process shall provide for even pressure around the entire circumference of the casing pipe. The jacking head shall be not less than six (6) inches larger in diameter than the casing pipe. The boring equipment shall be such that an even grade and alignment as called for in the plans can be obtained and such that all forces are transmitted to undisturbed soils in the bore pits. Once the jacking process has begun, the operations shall be complete without interruption. Any pipe damaged in this process shall be replaced by the Contractor at his own expense. Bore pits and trenches shall be backfilled immediately upon completion of the boring process.

350.04 NOTIFICATION

The contractor shall notify the appropriate R.O.W. owner at least seven (7) days prior to initiation of construction. R.O.W. owners shall be informed of all construction schedule changes within their respective R.O.W.'s.

350.05 MEASUREMENT AND PAYMENT

Boring shall be measured for payment in linear feet along the centerline from end to end of the casing specified to be placed therein. Boring shall be paid for at the contract unit price per linear foot complete in place. The linear foot price shall be total compensation for furnishing and placing all materials including grout packing, backfill, jacking, boring, excavation, backfill, bore pits, dewatering, drainage control, disposal of materials, labor, tools, equipment, and incidental necessary for a complete installation, as specified in the plans and specifications.

Payment shall be only for the limits as shown on the plans, unless prior approval is obtained from the Engineer.

ITEM 380

HORIZONTAL DIRECTIONAL DRILLING

380.1 GENERAL

A. SCOPE OF WORK

This section contains guidelines and specifications applicable to the installation of sanitary sewer force mains using horizontal directional drilling (HDD). It includes minimum requirements for design, materials and equipment used for the horizontal directional drilling for the substantially trenchless construction of pipelines. The section also includes materials, dimensions and other pertinent properties of pipe and required accessories. These properties provide minimum performance requirements for various components including joints.

The Contractor shall submit to the Engineer for review, the bore profile produced from the boring software used prior to making the bores.

B. DESCRIPTION OF SYSTEM

Installation of sanitary sewer force mains shall be carried out by HDD, where shown on the drawings and elsewhere by approval of the Engineer. The bore path shall be designed by the drilling contractor to ensure that pipe joints do not deflect more that 50% of manufacturer's recommended maximum deflection.

380.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. The following standards contain provisions that, through reference in this text, constitute provisions of these guidelines. All standards are subject to revision, and users of these guidelines are cautioned to use the latest revisions.

1. American National Standards Institute (ANSI)/American Water Works Association (AWWA)

380.3 SUBMITTALS

A. Prior to beginning work, the Contractor shall submit to the Engineer a work plan detailing the procedure and schedule to be used to execute the project. The work plan shall include a description of all equipment to be used, down-hole tools, a list of personnel and their qualifications and

experience (including back-up personnel in the event that an individual is unavailable), list of subcontractors, a schedule of work activity, a safety plan (including MSDS of any potentially hazardous substances to be used), traffic control plan (if applicable), an environmental protection plan and contingency plans for possible problems. Work plan shall be comprehensive, realistic and based on actual working conditions for this particular project. Plan shall document the thoughtful planning required to successfully complete the project.

B. Specifications on material to be used shall be submitted to Engineer and material shall include the pipe, fittings, drilling mud, drilling additives and any other item, which is to be an installed component of the project or used during construction.

C. GENERAL

1. The bore path alignment and design for HDD shall be based on the Engineer's plans and other factors. Some of these factors are the pipe bell and barrel diameters, the optimum individual pipe length, bore path inside diameter and maximum deflection capabilities of the joint.

2. Prior to the start of drilling, reaming and pipe placement operations, the Contractor shall properly locate and identify all existing utilities in proximity to the pipeline alignment. The Contractor shall confirm the alignment of all critical utilities, using vacuum excavation or other suitable excavation method, for further detailed confirmations as necessary.

D. PIPE AND FITTINGS

1. Pipe and fittings shall meet the requirements of AWWA/ANSI C151/A21.51 and ANSI/AWWA C153/A21.53, respectively. Pipe used for directional drilling shall be as specified by the engineer, with pipe manufacturer designed restrained flexible joints and smoothly contoured bells. Joints with bulky glands or flanges that may prevent the smooth flow of the drilling fluid/soil slurry over the joint shall not be acceptable.

E. LININGS AND COATINGS

1. Pipe for sewer applications shall be Cement-Mortar lined in accordance with ANSI/AWWA C104/A21.4 or if required by the engineer, lined with PROTECTO 401®.

380.4 EQUIPMENT AND EXPERTISE

The Contractor shall have equipment and expertise, appropriate for horizontal directional drilling installations. This includes the preparation and maintenance of the bore path using drilling fluids appropriate for the geology of the soils. The Contractor shall also have experience in safety and dependability installing, in similar geology, similar size and length of piping involved.

A. DRILLING SYTEMS

1. The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at variable angles down to 8 degrees above horizontal, while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall have a capacity to adequately complete the drilling and piping installation. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor the maximum pull-back pressure during the pull-back operation. The rig shall be grounded during drilling and pull-back operations. There shall be a system to detect electrical current from the drill string and an audible alarm, which automatically sounds when an electrical current is detected.

2. The drill head shall be a steerable type and shall provide the necessary cutting surfaces and drilling fluid jets. Mud motors shall be adequate power to turn the required drilling tools.

B. GUIDANCE SYSTEM

1. A conventional electromagnetic sound walkover system, Magnetic Guidance System (MGS) probe or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at the maximum depth required and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information to the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be accurate to ± 2% of the vertical depth of the borehole at sensing position at depths up to one hundred feed and accurate within 4.5 feet, (54"), horizontally.

2. The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. The

Operator shall be aware of any geo-magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

C. DRILLING FLUID (MUD) SYSTEM

1. A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be a minimum of 500 gallons. Mixing system shall continually agitate the drilling fluid during drilling operations.

2. Additives to drilling fluid such as drill soap, polymers, etc. shall be "environmentally safe" and be approved for such usage. No diesel fuel shall be used.

D. OTHER EQUIPMENT

1. Pipe rollers shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. Rollers shall be used as necessary to assist in pull back operations and in layout/jointing of piping.

2. Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

3. Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval shall be made on an individual basis for each specified location. The proposed device or system shall be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

380.5 JOINTS, INTERCONNECTIONS, AND PULLING BELL ASSEMBLIES

A. Joints used for directional drilling shall be boltless, flexible, restrained. Pipe and joint seals, when properly assembled and installed, shall be capable of dependably handling the specified internal pressure, as well as vacuum and external pressures that can occur in pipeline operation. Joints shall exhibit such performance attributes in straight alignment or at maximum rated joint deflection. The pipe pulling head shall be made of ductile-iron and designed and furnished by the pipe manufacturer or an approved equal. The pulling head assembly shall have the same performance characteristics as the pipe to which it is connecting. It shall also be supplied with a filling/testing port, of appropriate size, for testing of the pipe after it is pulled through the borepath.

B. For pipe that is installed using the Assembly Line method or Ramp Method, described as follows, the pulling head may also be used as one of the two (2) bulkheads required for a low pressure air test of the pipe string prior to pull back, if required by the engineer. After complete installation, the pulling head may also be helpful, with or without further connection of piping, in normal higher pressure hydrostatic testing of the installed piping.

380.6 PROOF-OF-DESIGN TESTS

The Manufacturer shall have representative proof-of-design tests of flexible restrained pipe joints.

380.7 EXECUTION

A. GENERAL

1. The Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.

2. The drawings show existing utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that the other utilities may not be present. The Contractor is to field locate existing utilities in advance of the work so as not to delay work and avoid conflict or disruption of utility services.

B. PERSONNEL REQUIREMENTS

1. All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety. Contractor must show job

history and reference list of equal or greater size and length of piping involved. The Supervisor must have at least two years directional drilling experience. A competent and experienced supervisor representing the Drilling Contractor shall be present at all times during the actual drilling operations. A responsible representative who is thoroughly familiar with the equipment and type work to be performed, must be in direct charge and control of the operation at all times.

C. DRILLING PROCEDURE

1. Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.

2. Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If Contractor is using a magnetic guidance system, drill path shall be surveyed for any surface geo- magnetic variations or anomalies.

3. Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner.

4. Pipe lengths shall be connected together in one length, if space permits. Pipe shall be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.

5. Pilot hold shall be drilled on bore path with no deviations greater that 5% of depth over a length of 100'. In the event that pilot does deviate from bore path more than 5% of depth in 100', Contractor shall notify Engineer and Engineer may require Contractor to pull-back and re-drill from the location along bore path before the deviation.

6. Upon successful completion of pilot hole, Contractor shall ream bore hole to a minimum of 25% greater than outside diameter of pipe bell for straight pulls and 50% greater for curved or radius pulls using the appropriate tools. Contractor shall have the option to pre-ream or ream and pull back pipe in one operation if conditions allow. Contractor shall not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.

7. After successfully reaming bore hole to the required diameter, Contractor shall pull the pipe through the bore hole. In front of the pipe shall be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations Contractor shall not apply more that the maximum safe pipe pull force at any time. In the event that pipe becomes stuck, Contractor shall notify Engineer.

Engineer, Contractor, and/or the maintaining agency shall discuss options and then work shall proceed accordingly.

8. Excess pipe shall be removed and the bore hole associated with this excess pipe shall be filled with flowable fill or grout unless the area of the excess pipe is excavated and backfilled as part of the tie-in operations. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, Contractor shall cease operations and shall discuss corrective options with the Engineer and/or maintaining agency, then work shall proceed accordingly.

D. BASIC ASSEMBLY/PULLING METHODS

1. Cartridge Assembly (Option 1) - Cartridge assembly option is defined as the assembling of individual sections of flexible restrained joint carrier pipe in a secured entry and assembly pit. The pipe sections are assembled individually and then progressively pulled into the bore path a distance equivalent to a single pipe section. This assembly-pull process is repeated for each pipe length until the entire line is pulled trough the bore path to the exit point.

2. Assembly-Line or Ramp Method (Option 2) - Assembly-line option is defined by the pre-assembly of multiple lengths of flexiblerestrained joint carrier pipe, with subsequent pulling installation into the bore path as a long pipe string. With this option the Contractor shall provide an entry ramp to the entrance of the bore path. The ramp shall be of sufficient length and grade such that any one pipe joint does not exceed the allowable joint deflection at any point prior to the pipe string entering the bore path. The Contractor shall be responsible for providing the necessary equipment or ground surface preparation to allow the pipe to be pulled back along the surface prior to the entry ramp and bore path without damaging the PE encasement, if required. The Contractor shall repair any damage to the wrap prior to the pipe section entering the bore path.

E. JOINT CLEANING/ASSEMBLIES IN HDD

1. The Contractor shall be responsible for the proper assembly of all pipe and appurtenances in accordance with the Manufacturers written installation procedure and as supplemented by these guidelines. Prior to joint assembly all joints and joint components shall be thoroughly cleaned and examined to ensure proper assembly and performance. In the event that the Contractor is not experienced with the assembly of the type of flexible restrained joint being used, it shall be the responsibility of the Contractor to contact a factory-trained representative for recommendations on the proper and efficient installation of the joint.

F. PIPE TESTING

1. Following successful pullback of pipe, Contractor shall hydro-test pipe.

G. SITE RESTORATION

1. Following drilling operations, the Contractor shall de-mobilize equipment and restore the work-site to original condition. Any noticeable surface defects, due to the drilling operation, shall be repaired by the Contractor.

H. RECORD KEEPING

1. Contractor shall maintain a daily record of the drilling operations and a guidance system log with a copy given to Engineer at completion of boring. As-built drawings shall be certified by the Contractor, for accuracy.

2. Contractor shall accurately record, maintain, and provide to the Engineer, copies of the plan and profile drawings of the Contractor installed horizontal directional drilled carrier pipe.

ITEM 401

FLOWABLE BACKFILL

401.01 GENERAL

This Specification is from the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. All references to other Specification Items hereby incorporate those Texas Department of Transportation Specifications into this project

401.02 DESCRIPTION

Furnish and place flowable backfill for trench, hole, or other void.

401.03 MATERIALS

A. Cement. Furnish cement conforming to DMS-4600, "Hydraulic Cement."

B. Fly Ash. Furnish fly ash conforming to DMS-4610, "Fly Ash."

C. Chemical Admixtures. Furnish chemical admixtures conforming to DMS-4640, "Chemical Admixtures for Concrete."

D. Fine Aggregate. Provide fine aggregate that will stay in suspension in the mortar to the extent required for proper flow and that meets the gradation requirements of Table 1.

Table 1
Aggregate Gradation Chart

Sieve Size	**Percent Passing**
3/4 in.	100
No. 200	0-30

Test fine aggregate gradation in accordance with Tex-401-A.

Plasticity Index (PI) must not exceed 6 when tested in accordance with Tex-106-A.

E. Mixing Water. Use mixing water conforming to the requirements of Item 421, "Hydraulic Cement Concrete."

401.04 CONSTRUCTION

Submit a construction method and plan, including mix design and shrinkage characteristics of the mix, for approval. Provide a means of filling the entire void area, and be able to demonstrate

that this has been accomplished. Prevent the movement of any inserted structure from its designated location. If voids are found in the fill or if any of the requirements are not met as shown on the plans, remove and replace or correct the problem without additional cost to the Department.

Unless otherwise shown on the plans, furnish a mix meeting the requirements of Sections 401.3.A, "Strength," and 401.3.B, "Consistency."

A. Strength. The 28-day compressive strength range, when tested in accordance with Tex-418-A, must be between 80 psi and 150 psi unless otherwise directed. Two specimens are required for a strength test, and the compressive strength is defined as the average of the breaking strength of the 2 cylinders.

B. Consistency. Design the mix to be placed without consolidation and to fill all intended voids. Fill an open-ended, 3-in.-diameter-by-6-in.-high cylinder to the top to test the consistency. Immediately pull the cylinder straight up. The correct consistency of the mix must produce a minimum 8-in.-diameter circular spread with no segregation.

When necessary, use specialty type admixtures to enhance the flowability, reduce shrinkage, and reduce segregation by maintaining solids in suspension. All admixtures must be used and proportioned in accordance with the manufacturer's recommendations.

Mix the flowable fill using a central-mixed concrete plant, ready-mix concrete truck, pug mill, or other approved method.

Furnish all labor, equipment, tools, containers, and molds required for sampling, making, transporting, curing, removal, and disposal of test specimens. Furnish test molds meeting the requirements of Tex-447-A. Transport, strip, and cure the test specimens as scheduled at the designated location. Cure test specimens in accordance with Tex-447-A. The Engineer will sample, make, and test all specimens. Dispose of used, broken specimens in an approved location and manner. The frequency of job control testing will be at the direction of the Engineer.

401.05 MEASUREMENT

This Item will be measured by the cubic yard of material placed. Measurement will not include additional volume caused by slips, slides, or cave-ins resulting from the Contractor's operations.

401.06 PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flowable Backfill." This price is full compensation for furnishing, hauling, and placing materials and for equipment,

tools, labor, and incidentals. Where not specifically provided for in the bid proposal, payment for grouting annular spaces will be incidental to boring, tunneling, or other bid items bid items.

ITEM 900

SEEDING

900.01 DESCRIPTION

This Item shall govern for preparing ground, providing for sowing of seeds, mulching with straw, hay, or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

900.02 MATERIALS

All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (P.S. = purity x germination), name and type of seed. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer. The amount of seed planted per acre shall be of the type specified below.

Common Name	Scientific Name
Bermuda and giant Bermuda grass (Hulled or Unhulled)	Cynodon dactylon
Annual Rye	Lolium multiflorum
German Foxtail Millet	Setaria italica

900.03 PLANTING SEASON

Planting dates, seed mixtures and application rates shall conform to the following table.

Planting Date	Type(s)	Application Rate (Lbs. per Acre P.S.)
April 1 - September 30	Bermuda and Giant Bermuda grass (Hulled)	20
	Millet	40
October 1 - March 31	Hulled Bermuda	20
	Unhulled Bermuda	20
	Annual Ryegrass	40

900.04 FERTILIZER

All fertilizers used shall be delivered in bags or containers clearly labeled showing the analysis. The fertilizer is subject to testing in accordance with the Texas Fertilizer Law. A palette or granulated fertilizer shall be used with an analysis of 13-13-13 or having the analysis shown on the plans. The figures in the analysis represent the percent of nitrogen, phosphoric acid, and potash nutrients respectively as determined by the methods of the Association of Official Agricultural Chemists.

In the event it is necessary to substitute a fertilizer of a different analysis, it shall be a palette or granulated fertilizer with a lower concentration, but the total amount of nutrients furnished and applied per acre shall equal or exceed that specified for each nutrient.

Palette or granulated fertilizer shall be applied uniformly over the area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the Engineer.

Unless otherwise indicated in the plans or specifications, fertilizer shall be applied uniformly at the average rate of 600 pounds per acre for all types of "Seeding."

900.05 SPRINKLE IRRIGATION

Sprinkle Irrigation shall consist of the authorized application of water on those portions of the right of way as shown on plans or as directed by the Engineer, and as herein specified.

Water shall be furnished by the Contractor and shall be clean and free of industrial wastes and other substances harmful to the growth of grass.

This work will be done only at such time as approved by the Engineer and in sufficient frequency to allow optimum germination. The Contractor shall furnish and operate approved sprinklers which will insure the distribution of water in a uniform and controllable rate of application.

900.06 STRAW MULCH

Straw mulch shall be oat, wheat, or rice straw. Hay mulch shall be prairie grass, Bermuda grass, or other hay as approved by the Engineer. The mulch shall be free of Johnson grass or other noxious weeds and foreign materials. It shall be kept in a dry condition and shall not be molded or rotted.

900.07 CELLULOSE FIBER MULCH

Cellulose fiber mulch shall be a natural cellulose fiber mulch produced from grinding clean, whole wood chips, or fiber produced from ground newsprint with a labeled ash content not to

exceed 7%. The mulch shall be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives. The mulch shall be such that when applied the material shall form a strong, moisture-retaining mat without the need of an asphalt binder. Application rate for mulch in HYDRO MULCH SEEDING shall be 2000 Lbs/acre.

900.08 SOIL STABILIZER/TACKING AGENT

Soil stabilizer for hydro-mulch seeding shall be of a commercially available type approved by the Engineer and shall be applied at a rate of 40 Lbs./acre unless otherwise specified.

900.09 CONSTRUCTION METHODS

After the designated areas have been completed to the lines, grades and cross sections shown on the plans and as provided for in other items of this contract, seeding shall be performed in accordance with the requirements hereinafter described. All areas to be seeded shall be cultivated to a depth of at least four (4") inches, unless otherwise directed by the Engineer. The seed bed shall be cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deep for optimum germination. Cultivation of the seed bed will not be required in loose sand where depth of sand is four (4") inches or more.

The cross-section previously established shall be maintained throughout the process of cultivation and any necessary reshaping shall be done prior to any planting of seed.

The following are four methods of seeding which may be specified in the plans:

900.10 STRAW OR HAY MULCH SEEDING

The seed or seed mixture in the quantity specified shall be uniformly distributed over the areas shown on plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed as well as fertilizer may be distributed at the same time provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment. Upon completion of planting of seed, straw or hay mulch shall be spread uniformly over the seeded area at the rate of approximately 1½ to 21 tons of hay or 2 to 2½ tons of straw per acre. A mulching machine approved by the Engineer shall be equipped to inject a tacking agent into the straw or hay uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. If the straw or hay and tacking agent are placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallon per square yard.

900.11 CELLULOSE FIBER MUCH SEEDING

The seed or seed mixture, in the quantity specified, and fertilizer, shall be uniformly distributed over the areas shown on the plans or where directed. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used all varieties of seed as well as fertilizer may be distributed at the same time, provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment. After planting, the planted area shall be rolled with a corrugated roller of the "Cultipacker" type. All rolling of the slope areas shall be on the contour. Upon completion of planting and cultipacking of the seed, cellulose fiber mulch shall be spread uniformly over the area at the rate of 2000 lbs. per acre given in dry weight of mulch per acre. A mulching machine, approved by the Engineer, shall be equipped to eject the thoroughly wet mulch material at a uniform rate to provide the mulch coverage specified.

900.12 HYDRO MULCH SEEDING

The seed or seed mixture, in the quantity specified, shall be mixed in an approved mixer/distributor with fertilizer and Cellulose Fiber Mulch at the specified rates. Mixing and distributing shall be in such a manner so that thoroughly wet mulch material will be distributed at a uniform rate to provide the coverages specified. Soil stabilizer/tacking agent shall be added to the mixture at the specified rates.

900.13 BROADCAST SEEDING

The seed or seed mixture in the quantity specified shall be uniformly distributed over the areas shown on plans or where directed by the engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed as well as fertilizer may be distributed at the same time provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment. After planting, the planted area shall be rolled with a corrugated roller of the "Cultipacker" type. All rolling of the slope areas shall be on the contour.

900.14 REQUIRED COVERAGE

Germination and establishment of a good stand of Bermuda grass will be required in order to qualify any Seeding as "Acceptable Work." Substantial bare spots and ruts designed by the Engineer will be reseeded and fertilized as required to achieve germination. Isolated bare spots measuring 2 ft. in diameter or less will be considered as acceptable work. These requirements will be adhered to assuming normal weather conditions. In the event of abnormal flooding conditions, these requirements will be applied to areas above measured high-water marks.

900.15 MEASUREMENT AND PAYMENT

Work and accepted material as prescribed for this item, will be incidental to those bid items calling for seeding. This shall include all materials, for all excavation, loading, hauling, stockpiling, placing, sprinkling, and rolling and for furnishing all labor, equipment, tools, supplies and incidentals necessary to complete the work. There will be no separate pay item for Seeding.

ITEM 950

TRENCH SAFETY SYSTEMS

950.01 DESCRIPTION

This section covers excavation and supporting systems for trenches to protect the safety of workers, provide suitable means for constructing utility lines, and to protect public or private property, including existing utilities. A trench system shall be required for all trenches or excavation 5 feet or greater in depth.

The Contractor shall comply with the minimum requirements of this specification. Maintenance and inspection of any shoring and related equipment shall be the responsibility of the Contractor. The Contractor shall determine the safety system needed for the project within the minimum requirements of this specification. The Contractor has the sole responsibility to provide a safe work environment for all of his employees and anyone else present at the work site.

950.02 SUBMITTALS

The Contractor shall submit to the Owner's Engineer a Trench Safety System designed and sealed by a Registered Professional Engineer registered and in good standing in the State of Texas. The Trench Safety System along with certification from the Contractor's Registered Professional Engineer indicating that the Contractor's Trench Safety System meets the minimum requirements of this specification shall be submitted to the Owner's Engineer. The Contractor shall make adjustments as required by the Owner and/or Engineer to meet minimum requirements at Contractor's expense. Approval of a trench safety system by the Owner and/or Engineer shall not relieve the Contractor of his responsibility to provide a safe working place for his employees.

In addition, the Contractor shall submit a general safety program that conforms to OSHA standards that govern the activities of individuals in and around trench excavations. Both the Trench Safety System and the general safety plan shall be submitted to the Owner's Engineer prior to the start of construction.

950.03 REGULATORY COMPLIANCE

All trench excavations shall be accomplished in accordance with the detailed specifications set out in the provisions for Excavations, Trenching, and Shoring, as published by the Federal Occupational Safety and Health Administration (OSHA), 29 CFR, Part 1926, Subpart P, Section 1926.650 - 1926.653, and also the Rules published in the Federal Register (Vol. 52, No. 209, pages 45959 - 45991) on Tuesday October 31, 1989, or the latest revision thereof. These sections are hereby incorporated, by reference, into these specifications. Whatever method or option the Contractor may select, a request in writing must be submitted to the Engineer for approval before work can start.

REVIEW AND APPROVAL OF METHOD, EQUIPMENT AND PLANS BY THE ENGINEER WILL BE ONLY FOR GENERAL CONFORMANCE WITH OSHA SAFETY STANDARDS, AND IN NO CASE WILL REVIEW AND APPROVAL RELIEVE THE CONTRACTOR OF SOLE AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ENSURING THE SAFETY OF ALL PERSONS PRESENT AT HIS WORK SITE OR FROM PROTECTING PROPERTY FROM DAMAGE WHICH MAY RESULT FROM HIS CONSTRUCTION OPERATIONS.

950.04 EXISTING STRUCTURES

Where existing buildings, other utilities, streets, highways, or other structures are in close proximity to the trench, adequate protection shall be provided by the use of sheeting and shoring to protect the structure, street, or highway from possible damage. In the case of utilities, the Contractor may elect to remove the utility provided that the removal and subsequent replacement meets with the approval of the Engineer and the utility owner. In all cases, it shall be the responsibility of the Contractor to protect public and private property and any person or persons who might, as a result of the Contractor's work, be injured.

950.05 IMPLEMENTATION AND INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspections are to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or failures, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. The Contractor shall maintain a permanent record of daily inspections.

It is the sole duty, responsibility and prerogative of the Contractor, not the Owner or the Engineer, to determine the specific applicability of trench safety systems to each field and soil condition encountered on the project. He shall pay special attention to the type of soil or soils in which he will be working, any adjacent roads, highways, and railroads, and any previous excavations. All underground installations shall be located, including utility lines , pipelines, etc., before any excavation begins.

The Contractor shall provide a trench safety system in every trench. The trench safety system shall be installed in a true horizontal position, be spaced vertically and shall be secured to prevent sliding, falling, or kickouts. The trench safety system shall be effective to the bottom of the excavation. All tenches shall be provided with an adequate means of exit at all times with spacings of 25 feet or less. These means of exit shall be anchored in place in order to aid in the event a quick exit is necessary. During trench excavation, the excavated material shall be placed a minimum of two feet (2') away from the edge of the trench.

950.06 MATERIALS AND MAINTENANCE

Materials used for sheeting, sheet piling, cribbing, bracing, shoring, and underpinning shall be in good serviceable condition. All materials which are found to be defective in any way shall be immediately removed from the job site. It shall be the responsibility of the Contractor to

regularly check all trench safety equipment for soundness and adequacy. Steel trench shields shall be constructed of steel plate sides, welded to a steel framework. All shields shall be constructed in order to provide protection equivalent to or greater than sheeting or shoring required for the trench. Adjustable jacks may be used in order to adjust the shield to varying trench widths. An access ladder shall be provided at the midpoint.

All maintenance of the trench safety equipment shall be the sole responsibility of the Contractor.

950.07 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner, its employees and agents and the Engineer, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the failure of trenches constructed under this contract.

The Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner and the Engineer in case the Owner and/or Engineer is negligent either by act or omission in providing for trench safety, including, but not limited to inspections, failure to issue stop work orders, and the hiring of the Contractor.

The Trench Safety System plan by the Contractor's Engineer should cover all situations that my be encountered during construction. It should be recognized that information contained in the Geotechnical Report is based on the data obtained from the soil borings and conditions along the line route may differ from those found at the individual soil boring locations. It is the Contractor's responsibilities to detect varying conditions which may be hazardous and take appropriate action. The Contractor is responsible for determining the appropriate trench safety systems necessary for specific locations based on actual subsurface conditions encountered during construction. The Owner and Owner's Engineer shall be held harmless from any claim or liability for injury or loss that results from failure on the part of the Contractor to implement the Trench Safety System plan properly or to make necessary changes to the trench safety systems necessitated by conditions encountered during construction.

950.08 MEASUREMENT AND PAYMENT

Measurement for payment for temporary sheeting, shoring, and bracing or equivalent method shall be paid for by the linear foot, all depths, as measured along the center line of the pipe including manholes/inlets and bore pits in accordance with the specification.

Measurement for payment for temporary sheeting, shoring, and bracing or equivalent method shall be paid for by the square foot for all shoring from five feet below ground to the bottom of the excavation.

Payment shall be full compensation, in accordance with the pay items set in the bid for the trench safety system, including but not limited to planning, engineering, materials, equipment, fabrications, installation, inspection, recovery, all incidental work required, excavation and

backfill including all benching, sloping, hauling shoring, sheeting, excess excavations, dewatering, sheet piling, bracing, trench shields, and all other incidentals necessary to provide the trench safety system as specified in the approved Trench Safety System plan.

ITEM 1000

INDIVIDUAL GRINDER PUMP STATION

1000.01 DESCRIPTION

This item shall govern for the furnishing and installation of individual progressive cavity grinder pump stations for residential domestic wastewater.

1000.02 GENERAL

A. Contractor shall furnish all labor, materials, equipment and incidentals required to provide submersible centrifugal sewage grinder pump station(s) as specified herein, each consisting of a basin, grinder pump, and all necessary appurtenances to form a complete package system.

1000.03 OPERATING CONDITIONS

A. Each pump shall be rated 2 HP, 230 Volts, 1 Phase, 60 Hertz, and 3500 RPM. The unit shall produce 25 U.S. GPM at 112 feet TDH.

1000.03 CONSTRUCTION

A. Each pump shall be of the sealed submersible grinder type, model HVRS-200 as manufactured by Hydromatic Pump. The pump volute, motor and seal housing shall be high quality gray cast iron, ASTM A-48, Class 30. All external mating parts shall be machined and Nitrile O-ring sealed on a beveled edge. Gaskets shall not be acceptable. All fasteners exposed to the pumped liquid shall be 316 series stainless steel.

1000.04 ELECTRICAL POWER/CONTROL CORD

A. Electric power/control cord shall be SOOW water resistant 600V, UL and/or CSA approved. The single cord shall incorporate both power and sensor leads and shall be a minimum of seven (7) 12 gauge conductors.

B. The pump shall be protected with compression fitting and epoxy potted area at the power cord entry to the pump. A separation between the junction box areas of the pump and the motor by a stator lead sealing gland or terminal board shall not be acceptable.

C. The power cable entry into the cord cap assembly shall first be made with a compression fitting. Each individual lead shall be stripped down to bare wire, at staggered intervals, and each strand shall be individually separated. This area of the cord cap shall then be filled with an epoxy compound potting which will prevent water contamination to gain entry even in the

event of wicking or capillary attraction.

D. The power cord leads shall then be connected to the motor leads with extra heavy connectors having copper inserts with a crimped wire-to-wire connection, rather than a terminal board that allows for possible leaks.

E. The cord cap assembly shall be sealed with a Nitrile O-ring on a beveled edge to assure proper sealing.

1000.05 MOTOR

A. The stator, rotor and bearings shall be mounted in a sealed submersible type housing. The stator windings shall have Class F insulation (155°C or 311°F) and a dielectric oil-filled motor, NEMA B design (3 phase), NEMA L design (single phase). Because air-filled motors do not dissipate heat as efficiently as oil-filled motors, they shall not be acceptable.

B. The pump and motor shall be specifically designed so that they may be operated partially dry or completely submerged in the liquid being pumped. The pump shall not require cooling water jackets. Dependence upon, or use of, water jackets for supplemental cooling shall not be acceptable.

C. Stators shall be securely held in place with a removable end ring and threaded fasteners. No special tools shall be required for pump and motor disassembly.

D. Pump shall be equipped with heat sensors. The heat sensor(s) (one on single phase, two on three phase) shall be a low resistance, bimetal disc that is temperature sensitive. It (they) shall be mounted directly in the stator and sized to open at 120°C or 130°C and automatically reset at 30–35°C differential. The sensor shall be connected in series with the motor starter coil so that the starter is tripped if a heat sensor opens. The motor starter shall be equipped with overload heaters so all normal overloads are protected by an external heater block.

1000.06 BEARINGS AND SHAFT

A. An upper single row ball radial bearing and a lower single row ball thrust bearing shall be provided. Bearings shall be permanently lubricated by the dielectric oil that fills the motor housing.

B. The shaft shall be machined from solid 400 series stainless steel and be designed with large diameters and minimum overhang to reduce shaft deflection and prolong bearing and seal life.

1000.07 SEALS AND SENSORS

A. The rotor and stator in the motor housing shall be separated and protected from the pumped liquid by an oil-filled seal housing incorporating two type 21 carbon ceramic mechanical seals mounted in tandem. The seal housing shall be equipped with a moisture sensing probe installed between the seals, and the sensing of moisture in the seal chamber shall be automatic, continuous, and not require the pump be stopped or removed from the wet well.

1000.08 IMPELLER

A. The impeller shall be designed for rough duty service and shall be of a five-vane, semi-open design with hydrodynamic sealing vanes on the rear shroud. The impeller shall be constructed of engineered thermoplastic, with a permanently molded, hexagonally locked bronze insert. The impeller shall be of a non-overloading design and be factory or field trimable to meet specific performance conditions.

B. Optional all bronze impeller available.

1000.09 GRINDER CUTTERS

A. The combination centrifugal pump impeller and grinder unit shall be attached to the common motor and pump shaft made of 416 stainless steel. The grinder unit shall be on the suction side of the pump impeller and discharge directly into the impeller inlet, leaving no exposed shaft to permit packing of ground solids. The grinder shall consist of two stages. The cutting action of the second stage shall be perpendicular to the plane of the first cut for better control of the particle size. The grinder shall be capable of grinding normal domestic sewage. Both stationary and rotating cutters shall be made of 440C stainless steel hardened to Rockwell 60C and ground to close tolerance.

B. The upper (axial) cutter and stationary cutter ring shall be reversible to provide new cutting edges to double life. The stationary cutter ring shall be pressed into the suction opening of the volute and held in place by three (3) 300 series stainless steel screws. The lower (radial) cutter shall macerate the solids against the I.D. of the cutter ring and extrude them through the slots of the cutter ring. The upper (axial) cutter shall cut off the extrusions, as they emerge from the slots of the cutter ring to eliminate any roping effect that may occur in single stage cutting action. The upper (axial) cutter shall fit over the hub of the impeller and the lower (radial) cutter shall be slip-fit and secured by means of peg and hole and rotate simultaneously with the rotation of the shaft and impeller. The grinding mechanism shall be locked to the shaft by a 300 series stainless steel countersunk washer in conjunction with a 300 series stainless steel flat head cap screw threaded into the end of the shaft.

1000.10 STARTUP/TESTING

A. Prior to startup of the installed individual grinder pump station, the pump core must be

removed, the incoming sewer line flushed, and all debris removed from the wet well. After the wet well has been thoroughly cleaned, the pump core shall be reinstalled.

B. Commercial testing shall be required and include the following:

1. The pump shall be visually inspected to confirm that it is built in accordance with the specifications as to HP, voltage, phase and hertz.

2. The motor and seal housing chambers shall be hi-potted to test for moisture content and/or insulation defects.

3. Pump shall be allowed to run dry to check for proper rotation.

4. Discharge piping shall be attached, the pump submerged in water, and amp readings taken in each leg to check for an unbalanced stator winding. If there is a significant difference in readings, the stator windings shall be checked with a bridge to determine if an unbalanced resistance exists. If so, the stator will be replaced.

1000.11 PAINT

A. The pump shall be painted with waterborne hybrid acrylic/alkyd paint. This custom engineered, quick dry paint shall provide superior levels of corrosion and chemical protection.

1000.12 WARRANTY

A. The pump unit or any part thereof shall be warranted against defects in material or workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months after receipt of shipment, whichever occurs first, and shall be replaced at no charge with a new or remanufactured part, F.O.B., factor or authorized warranty service station. The warranty shall not assume responsibility for removal, reinstallation or freight, nor shall it assume responsibility of incidental damages resulting from the failure of the pump to perform. The warranty shall not apply to damage resulting from accident, alteration, design, misuse or abuse.

B. Shop Drawings: After receipt of notice to proceed, the manufacturer shall furnish the engineer a minimum of six (6) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The engineer shall promptly review this data, and return two (2) copies to the manufacturer as approved, or approved as noted. Upon receipt of accepted shop drawings, the manufacturer shall proceed immediately with fabrication of the equipment.

1000.13 PUMP STATION EQUIPMENT

A. PUMP: As noted in Section 1000.03 of these specifications.

B. BASIN: The pump basin shall be 24" x 60", fiberglass, with anti-float ring and bold on fiberglass lid. The basin shall be field modifiable and will include four Adaptaflex Fittings (3 – 1 ¼" and 1 – 4") rubber grommets.

C. CONTROL/PANEL: Each pump station control panel shall be Single Phase Simplex SJE-Rhombus Type 113 and shall include a NEMA 4X Non Metallic enclosure. It shall include circuit breaker(s) and all necessary components to accomplish proper pump and control operation including the following alarm capabilities:

1. When liquid level in sewage wet-well rises above the alarm level, a visual alarm will be activated.

2. Visual alarm remains illuminated until sewage in wet-well returns to normal operating level.

3. Alarm for seal failure.

The visual alarm shall be a red fluted lens mounted to the top of the enclosure in such a manner as to maintain rain proof integrity.

D. FLOAT CONTROL SWITCH: Control switches shall be Sensor Float Control Switch by SJE-Rhombus.

E. DISCHARGE PIPING: Includes 1 ¼" Sch. 80 threaded PVC pipe with male adaptor, 1 ¼" Alprene 90° Bend PVC with grip rings.

F. CORROSION PROTECTION: All materials exposed to wastewater shall have inherent corrosion protection: i.e. cast iron, fiberglass, stainless steel, PVC. Cable connectors must be liquid-tight in NEMA 4X enclosures. All conduit running from the sump or tank to the control panel must be sealed with conduit sealant to prevent moisture or gases from entering the panel.

1000.14 MANUALS

A. The manufacturer shall supply four (4) copies of Operation and Maintenance Manuals to the District, and one (1) copy of the same to the engineer.

1000.15 PAYMENT

A. Payment shall be per bid item.

ITEM 1050

ON-SITE SANITARY SEWER FACILITY (OSSF)

1050.01 DESCRIPTION

This item shall govern for the furnishing and installation of the on-site sanitary sewer facilities for residential domestic wastewater.

1050.02 GENERAL

Contractor shall furnish all labor, materials, equipment, and incidentals required to provide a complete on-site sanitary sewer facility as specified herein, consisting of all equipment, tanks, piping, hardware, fittings, and all necessary appurtenances to form a complete and operable on-site sanitary sewer package system.

1050.03 DESIGN REQUIREMENTS

Design requirements are set forth in the Registered Sanitarian/Professional Engineer's design package following the technical specifications.

1050.04 PERMITTING

The Contractor shall be responsible filing the necessary documentation to Jefferson County and the Texas Commission on Environmental Quality (TCEQ) for the permitting of the on-site sanitary sewer facilities. Proof of permitting shall be provided prior to the close-out of the project.

1050.05 SUBMITTALS

Submittals shall be provided in accordance with the General Conditions and shall include the following:

1. Manufacturer's catalog data and descriptive literature.
2. General arrangement and dimensional drawings of the on-site sanitary sewer facility.
3. Written recommended procedures for storage, handling, installation, and start-up of the equipment.

Operation and maintenance manuals to be provided at the completion of the project and in accordance with the General Conditions.

1050.06 WARRANTY & MAINTENANCE CONTRACT

A two (2) year warranty, operation, & maintenance contract shall be provided with each on-site sanitary sewer facility installed. The on-site sanitary sewer facility or any part thereof shall be warranted against defects in material and shall be replaced at no charge with a new or remanufactured part. The warranty, operation, & maintenance contract shall be included in the cost of the bid item and shall cover all components of the on-site sanitary sewer facility. The contract shall also include customer service calls for operational issues and periodical site visits for routine maintenance. This contract shall be provided to the homeowner prior to the close of the project and shall be transferable.

1050.07 OPERATION & MAINTENANCE MANUALS

The manufacturer shall supply four (4) copies of Operation and Maintenance Manuals to the County, one (1) copy to the Homeowner, and one (1) copy of the same to the Engineer.

1050.08 PAYMENT

Payment shall be per bid item.

ITEM 1400

PROJECT SIGN

1400.01 GENERAL

The Contractor shall furnish all materials and appurtenances required for a complete installation of a project sign.

1400.02 DESCRIPTION

Public buildings, facilities, centers, constructed with Texas Community Development Block Grant (TxCDBG) assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TxCDBG funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the Owner.

Project Sign Wording:

"This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

1400.03 PERMANENT SIGN CONSTRUCTION METHOD

The temporary project sign shall consist of an 12" x 18"x 1/16" aluminum plate with the required wording with lettering no smaller than 1/2" printed on laminated paper to withstand weather throughout the duration of construction. Sign shall be attached to a support comprised of a minimum 1" x 1" x 1/8" galvanized angle with 3/8" nuts and bolts. The bottom of the sign shall be at least 48" above natural ground.

1400.04 PAYMENT

Payment for furnishing and installing the project sign shall be paid for directly as per the bid proposal.

Bid number 7218240
Jefferson County, Texas
Phase VI
First Time Sanitary Sewer Improvement Project
IDA-TxCDBG Contract No 7218240
3-24-2021
Get Aeration of Texas
21232 IH 10
Vidor, TX 77662

RECEIVED 10:30 AM MAR 24 2021

To: Jefferson County Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Original Bid

Bidder Information Form

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

Bid Number & Name: (IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

Bidder's Company/Business Name: T. Johnson Industries, Inc.

Bidder's TAX ID Number: [redacted]

Contact Person: Josh Armfield **Title:** President

Phone Number (with area code): 409 246 2440

Alternate Phone Number if available (with area code): 409 782 7005

Fax Number (with area code): N/A

Email Address: utilityinnovations@gmail.com

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

1443 Hwy 69 South
Address

Kountze, Tx 77625
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

A1001

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
   For contracts over $ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
   No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
    The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.
11. **Are any measures taken to encourage promotions for minorities and women?**
    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. **What efforts are taken to ensure that personnel policies are in accordance with the EEO policy?**
    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to ensure that the EEO policy is carried out.
13. **Can women be excluded from utilizing any facilities available to men?**
    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. **What efforts should be utilized to include minority and female contractors and suppliers?**
    Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. **If a construction contractor participates in a business-related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
    No, the construction contractor is responsible for its own compliance.
16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
    No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
    The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

§ 135.38 Section 3 clause.

§ 135.38 Section 3 clause.

All section 3 contracts shall include the following clause (referred to as the section 3 clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract 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 (25U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) 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).

Executed Section 3 Plan (Form A1002)

A1014

RESOLUTION Regarding Civil Rights

Whereas, the County of Jefferson, Texas, has been awarded TxCDBG funding through a TxCDBG - Community Development Grant 7216231 from the Texas Department of Agriculture (hereinafter referred to as "TDA");

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 TxCDBG 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 TxCDBG contract, to affirmatively further fair housing;

A1014

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 (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004); and
5. Fair Housing Policy (Exhibit 1015).

Passed and approved this 13th **day of** February, **2017.**

JUDGE JEFF R. BRANICK
County Judge
Jefferson County, Texas

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 2

COMMISSIONER BRENT A. WEAVER
Precinct No. 3

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Local Opportunity Plan

LOCAL OPPORTUNITY PLAN
SECTION 3 PLAN FORMAT
CONTRACTOR or SUBCONTRACTOR
(if either contract exceeds $100,000.00)

T. Johnson Industries, Inc agrees to implement the following
(NAME OF CONTRACTOR)
specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of Jefferson.

A. To ascertain from the locality's CDBG/DRS program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. * To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E. * To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Statement of Bidders Qualifications Form

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 3-22-2021

Bidder (Legal Name of Firm): T. Johnson Industries, Inc

Date Organized: Sept 1981

Address: PO Box 8009 - Lumberton Tx 77657

Date Incorporated: 12-23-91

Federal ID Number:

Number of Years in contracting business under present name 26 + years

List all other names under which your business has operated in the last 10 years:

Johnson Backhoe

Work Presently Under Contract:

Contract	Amount $	Completion Date
See attached		

Type of work performed by your company: Water/Sewer Utility Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
18 - Manager - 2; Superintedent - 1; Crew Leader 3; Helper - 3
Mechanic - 3; Operator - 4; Office - 2

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

Continued on Next Page

Statement of Bidders Qualifications Form (Continued)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? ☐ Yes ☑ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
See Attached		

Major equipment available for this contract: All necessary

Are you in compliance with all applicable EEO requirements? ☑ Yes ☐ No
(If no, please attach summary of details on a separate sheet.))

Bank References

Address: 100 Ave G Contact Name: Erica Ford

City & State: Silsbee, TX Zip: 77656 Phone Number: 385-0505

Credit available: $ 100,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 23rd day of March, 2020.

Signature

Josh Armfield
Printed Name and Title

President

Company Name

Continued on Next Page

Statement of Bidders Qualifications Form (Continued)

Notary Statement:

Josh Armfield, being duly sworn, says that he/she is the Position/Title President of T Johnson Industries Inc (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested County of Jefferson in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 23rd day of March, 2021.

Notary Public

Signature

Kelly Adams

Printed Name

My Commission Expires: 8/28/21,

KELLY ADAMS
MY COMMISSION EXPIRES
August 28, 2021
NOTARY ID: 13119039-8

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

Bidder: Complete & Return this Form with Offer.

Current Contract on Hand:

Project Name	Contract Amount	Estimated Completion Date
Hull Wastewater Rehab	$210,620.00	April 2021
Jefferson County Levee	$ 79,661.00	June 2021
TX Parks-Martin Dies	$450,000.00	January 2022

Completed Projects:

Project Name	Project Amount	Estimated Completion Date
West Hardin CCISD Sewer	$ 409,563.00	July 2019
City of Nome Water Plant	$ 219,262.50	November 2019
HCWCID #1 Water Well #1	$ 94,200.00	November 2019
Riverbirch Subdivsion	$ 246,400.00	February 2020
City of Bevil Oaks-WTP Rehab	$ 568,285.00	May 2020
Madison Park Subdivision	$1,545,945.00	December 2020
City of China Manhole	$ 307,595.00	August 2020

Joshua G. Armfield

PO Box 2076, Silsbee, TX 77656
Cell 409-782-4588
Utilityinnovations@gmail.com

Objective: Plant Operator / Fire Fighter / Management and supervision of Water and Wastewater Utilities / Equipment Operator / Construction Worker

Summary of Qualifications:

TCFP Certified Basic Firefighter
TCFP Certified HazMat Awareness, Operations/Technician
NREMT Basic and TDSH Certified EMT Basic
NIMS 700, 800, 100, 200 Certified
Rescue 1 – Basic Certified
Rescue 2 – Intermediate Certified
Ground Water Treatment Operator Class C License
Wastewater Treatment Operator Class B License

Education:

2003 Graduate of Silsbee High School, Silsbee Texas
-Graduated in the top thirty of my class with a GPA of 3.8
-Lamar Institute of Technology; Regional Fire Academy
-Lamar Institute of Technology; EMT Basic
-Texas A&M Engineering Extension; Water, Wastewater, and Fire Fighter V Advanced
-Numerous continuing education course for groundwater and wastewater licenses

Firefighter August 2013- Present Beaumont Fire/Rescue, Beaumont, TX

Provide emergency response for the City of Beaumont that includes, but not limited to firefighting, medical, hazmat and rescue. Provide inspections on facilities for the fire extinguishers, fire suppression equipment, fire alarm systems and hose testing. Attend various training classes in house and outside.

Firefighter March 2012-July 2013 RTFC, Port Arthur, TX

Provided emergency response for industrial facilities including but not limited to firefighting, medical, hazmat, and rescue. Provided inspections for the facilities for the fire extinguishers, fire suppression equipment, fire alarm systems, eye wash stations, hose testing, and air monitoring equipment. Attended various training classes in house and outside.

Carpenter Foreman/Equipment Operator July 2008-August 2011 Daniel's Construction, Beaumont, TX

Operated various pieces of equipment such as backhoes, track hoes and dozers. Supervised concrete pours for sidewalks, parking lots, building foundations and driveways. Provided quality assurance and quality checks of subcontractors' work to ensure projects were constructed by the architect's and engineer's specifications.

Director of Public Works January 2007-July 2008 City of Kountze, Kountze, TX

Supervised all field crews in the daily operations of the water, wastewater and natural gas system. Operated heavy equipment when necessary. Directed all repairs of the system and the maintenance of the roads and drainage ditches. Responded to all Public Relation matters. Maintained and completed all state reports for the water, wastewater and natural gas system. Worked closely with the City Manager on a 1.9-million-dollar budget. Worked closely with all state agencies in seeing the integrity of the system maintained up to specs. Worked with engineers on the development of subdivisions.

Crew Leader July 2006-January 2007 Lumberton MUD, Lumberton, TX

Operated Equipment and supervised crews in the installation and repair of water and sewer systems.

Director of Public Works July 2004-July 2006 City of Kountze, Kountze, TX

Supervised all field crews in the daily operations of the water, wastewater and natural gas system. Operated heavy equipment when necessary. Directed all repairs of the system and the maintenance of the roads and drainage ditches. Responded to all Public Relation matters. Maintained and completed all state reports for the water, wastewater and natural gas system. Worked closely with the City Manager on a 1.9-million-dollar budget. Worked closely with all state agencies in seeing the integrity of the system maintained up to specs. Worked with engineers on the development of subdivisions.

Heavy Equipment Operator May 2003-July 2004 Triangle Paving, Lumberton, TX

Operated various types of heavy equipment such as backhoes, track hoes and dozers. Installed new water and sewer lines and storm drainage systems in accordance with local, state, and governmental agencies for subdivisions. Cleared and developed land for new construction and assisted in pouring concrete for roads.

References:

Name	*Title*	*Phone*
Joe Clark	Retired District Chief with City of Beaumont	409-651-0034
Robert "Bob" Simonson	LIT Fire Coordinator	409-673-7111
Isreal Chapa	Captain for Refinery Terminal Fire Company	832-693-3197
Robin Jones	District Chief with Silsbee Fire	409-673-6717
Billy Slaydon	Fire Chief with Silsbee Fire	409-790-1178
Jay Hinkie	Assistant Fire Chief with Silsbee Fire	409-656-4195
Don Frasier	General Sup. with Daniels Construction	409-781-9740
Mike Messina	Job Sup. with Daniels Construction	409-781-5931
Roderick Hutto	City Manager with City of Kountze	409-656-4314
Rob Starr	Operations Sup. with Lumberton MUD	409-755-1559
Larry Alan Davenport	Supervisor with Triangle Paving	409-284-5818
Russell Hutto	Supervisor with City of Silsbee	409-790-1180

Charles W. Adams, Jr.
P.O. Box 1907
Silsbee, TX 77656
409-782-4588 cell
adams.charles@sbcglobal.net

Education

Silsbee High School, Texas	Industrial
Contra Costa College, California	Wastewater
Lamar University, Texas	Mass Communications
Texas A&M Engineering Extension	Water/Wastewater

Licenses

Wastewater Treatment Class A Texas
Water Surface Treatment Class B Texas
Wastewater Treatment Class IV Louisiana
Water Treatment Class III Louisiana
Louisiana General Contractors License
Engineering Officer United States Merchant Marines

Work History

Utility Innovations
August 2015 - Present
Owner;
Manager and Supervisor of Operations

American Water Military Services Group, Fort Polk, Louisiana
January 2009 – July 2015
Project Engineer for the Water and Wastewater systems located at Fort Polk, Louisiana. Responsible for the development, management and construction of engineering projects in the public water supply systems and wastewater collection and treatment systems. Operations Supervisor for the operations and maintenance of the water and wastewater treatment, distribution and collection facilities. Accountable for achieving state, federal and AW regulatory and internal auditing requirements.

CA Services
2003 – 2009
Operated and maintained a Water and Wastewater operations and maintenance company. Maintained Water (11) and Sewer (6) systems compliance within local, state and federal rules/ regulations.

Orange County WCID # 1
1999 - 2003
General Manager of a 3,300+ connection water and sewer district. Supervised providing services that meet local, state and federal rules/ regulations. Put together grant projects for water and sewer improvements. Worked directly for the Board of Directors in budgeting, personnel, planning of projects and extensive public relations.

Faust Engineers
1998 - 1999
Project Manager providing engineering assistance in the procurement, design and construction of civil projects. Sub-division design, highway relocation projects, TCEQ compliance work, Applications and environmental studies for Texas Water Development Board loans for funding and Community Development Grants.

City of Dayton
1997 - 1998
Director of Utilities of a 1,500 connection water and sewer system. reported to the City Manager in providing quality services that meet or exceed local, state and federal rules and regulation.

Lumberton MUD
1994 - 1997
General Manager of a 4,500+connection water and sewer utility district, supervised providing quality services that meet or exceed local, state and federal rules and regulations. Worked directly for the Board of Directors in budgeting, personnel, planning of projects and extensive public relations.

City of Beaumont
1981 - 1994
Wastewater Superintendent of a 15 MGD secondary treatment facility and a 1,200 acre constructed wetlands treatment system. Began work as a General Foreman with the Water and Sewer line department, worked way up to Water and Sewer Line Manager then transferred for the construction of the wetlands.

Service

US Navy/Merchant Marines
Boiler Tender 2nd Class on USS Oriskany and USS Midway
Engineering Officer, United States Merchant Marines

Professional

Texas Water Utilities Association, Trinity Neches Sabine chapter, served as President, 1992 and 2004. Served as Program Chairman and Program Presenter numerous times.

Leadership Southeast Texas, Alumni 1996, Regional based program that developed leadership skills by examining opportunities for economic growth, regional unity for a better quality of life.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

T. Johnson Industries, Inc
PO Box 8009
Lumberton, Tx 77657

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☒ Yes ☐ No

The undersigned hereby certifies that:

☒ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

NAME AND TITLE OF SIGNER (Please type)

Josh Armfield, President

SIGNATURE

3-22-2021
DATE

Bidder: Complete & Return this Form with Offer.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of (Jefferson)

Joshua Armfield, being first duly sworn, deposes and says that:

(1) He/She is President of T. Johnson Industries, Inc, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the ____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

President
Title

Subscribed and sworn to me this 23rd day of March.

By: _____
Notary Public

My commission expires 8/28/21

KELLY ADAMS
MY COMMISSION EXPIRES
August 28, 2021
NOTARY ID: 13119039-8

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we T. Johnson Industries, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Phase V1: First-Time Sanitary Sewer Improvements for Jefferson County.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 18th day of March, 2021.

T. Johnson Industries, Inc.
(Principal)

BY: _____

TITLE: President

SureTec Insurance Company

BY: _____
Jacquelin Ozuna, Attorney-in-Fact

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

POA #: 4221022 - Baytown

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melinda Martinez, Randy Zeringue, Don Richardson, Elsie L. Vestal, Jacquelin Ozuna

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 27th day of November , A.D. 2019 .

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 27th day of November , A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18th day of March ,2021 , A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): #1, #2, #3, _____.

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

T. Johnson Industries, Inc
Company Name

Po Box 8009
Address

Lumberton Tx 77657
City State Zip

Signature of Person Authorized to Sign

Josh Armfield
Printed Name

President
Title

For clarification of this offer, contact:

Josh Armfield
Name

409 246 2440 —
Phone Fax

utilityinnovations@gmail.com
E-mail

<u>Bidder</u>: Complete & Return this Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 21-004/JW

IFB Title: Phase VI: First Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

IFB Due: **11:00 am CT, Wednesday, March 24, 2021**

Addendum No.: 2

Issued (Date): March 11, 2021

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

- **Revisions to Bid Form (ATTACHED)**
- **Revisions to Construction Plan Sheet # 9 (ATTACHED)**
- **Deadline for Project Question Submission: 5:00 pm, CT, Tuesday, March 16, 2021**

Please submit questions to Jamey West via email at jwest@co.jefferson.tx.us

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The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Marty Adams
Witness

Sandra Garrett
Witness

Approved by MM Date: 3-24-2021

Authorized Signature (Bidder)

President
Title of Person Signing Above

T. Johnson Industries Inc
Typed Name of Business or Individual

1443 Hwy 69 South - Kountze, TX 77625
Address

BID SUMMARY

Owner: **Jefferson County, Texas**
1149 Pearl Street, 1st floor
Beaumont, Texas 77701

Engineer: **LJA Engineering, Inc.**
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
409-833-3363

Project: **Jefferson County, Texas**
Phase VI: First-Time Sanitary Sewer Improvements Project
TDA – TxCDBG No. 7218240

Receipt is hereby acknowledged of the following addenda to the Plans and Contract Documents.

Addendum No. 1	Dated March 8, 2021	Received	March 8, 2021
Addendum No. 2	Dated March 11, 2021	Received	March 11, 2021
Addendum No. 3	Dated March 22 2021	Received	March 22, 2021
Addendum No. 4	Dated	Received	

BASE BID ITEMS

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	1 L.S.	**Mobilization** costs including transportation, moving on site, payment bond, performance bond, insurance, submittals, NOT TO EXCEED 3% of project total, all in accordance with the Plans and Specifications, for Three Thousand ——— dollars and Zero ——— cents per LS.	$3,000.00	$3,000.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	9 EA	Furnish and install **Sanitary Sewer Grinder Pump Station**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, SCH 40 PVC gravity piping tie-in(s), cleanouts, fiberglass tank & cover, submersible grinder pump, control panel, 30A breaker disconnect, electrical conduit & conductors, and floats, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed and existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for Sixty-Two Hundred ——— dollars and Zero ——— cents per EA.	$6,200.00	$55,800.00
3	5 EA	Construct **Near Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for Eight Hundred - Fifty ——— dollars and Zero ——— cents per EA.	$850.00	$4,250.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
4	4 EA	Construct **Far Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for Twelve - Hundred _____ dollars and Zero _____ cents per EA.	$1,200.00	$4,800.00
5	12 EA	**Abandon Existing On-site Sanitary Sewer Facility**, complete in place, all depths, including but not limited to, disposal of contents in the tank in accordance with all local, state, & federal laws, demolition of existing structures, backfill, surface restoration, seeding, and all appurtenances, all in strict accordance with the Plans and Specifications for Six - Hundred _____ Dollars and Zero _____ Cents per EA	$600.00	$7,200.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 9529 Gilbert Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for Ninty-Five Hundred ——— dollars and Zero ——— cents per LS.	$ 9,500.00	$ 9,500.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
7	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 14252 Dubois Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for Ten Thousand - Three Hundred ——— dollars and Zero ——— cents per LS.	$10,300.00	$10,300.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
8	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 16539 Sandell Drive,** to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the plans and specifications for Ten Thousand - Four Hundred ——— dollars and Zero ——— cents per LS.	$10,400.00	$10,400.00
9	1 LS	Provide Trench Safety Plan, sealed by a Professional Engineer licensed in Texas, complete in place, all in strict accordance with the plans and specifications for Fifteen Hundred ——— Dollars and Zero ——— Cents per LS.	$1,500.00	$1,500.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
10	1,200 LF	Trench Safety System in accordance with specification item No. 950 for all excavations in excess of 5 feet deep, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the plans and specifications for One ——— Dollars and Zero ——— Cents per LF	$ 1.00	$ 1,200.00
11	500 SF	Special shoring as required for Trench Safety in accordance with specification item No. 950, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the Plans and Specifications for One ——— Dollars and Zero ——— Cents per SF	$ 1.00	$ 500.00

TOTAL BASE BID:

One - Hundred - Eight Thousand - Four Hundred - Fifty Dollars & Zero Cents

($ 108,450.00 .)

ALTERNATE BID ITEMS

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
A1	1,200 L.F.	Construct **2" PVC SDR 21 Sanitary Sewer Force Main** by Open Cut installed in trench, by Boring, or by Directional Drilling, complete in place, all depths, including fittings, valves, polywrap, boring, directional drilling insertion pits, steel casing, necessary clearing, embedment, backfill, thrust blocking, surface restoration, seeding, testing, and all appurtenances, all in strict accordance with the Plans and Specifications for Twelve dollars and zero cents per LF.	$ 12.00	$ 14,400.00

TOTAL ALTERNATE BID:

Fourteen Thousand - Four Hundred dollars & Zero cents ($ 14,400.00 .)

TOTAL BID PRICE

TOTAL BASE BID ITEMS: $108,450.00

TOTAL ALTERNATE BID ITEMS: $14,400.00

TOTAL AMOUNT BID: $122,850.00
(Base Bid plus Alternate Bid Items)

Amounts are to be shown in both words and figures. In case of discrepancy the amounts shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

If the contract is to be awarded, it will be awarded to the Best Bid, the lowest Bidder or the Bidder whose evaluation by OWNER or whose Bid indicates to the OWNER that the award will be in the best interest of the Project.

Bidder understands that the Owner reserves the rights to reject any and all bids and to waive any informalities in the bidding. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents and Specifications, if applicable.

Bidder agrees that the work will be completed and ready for final payment within **100 working days**. Bidder accepts the provision of the agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the agreement.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions for the Bidding Documents.

In submitting this bid, Bidder represents that Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

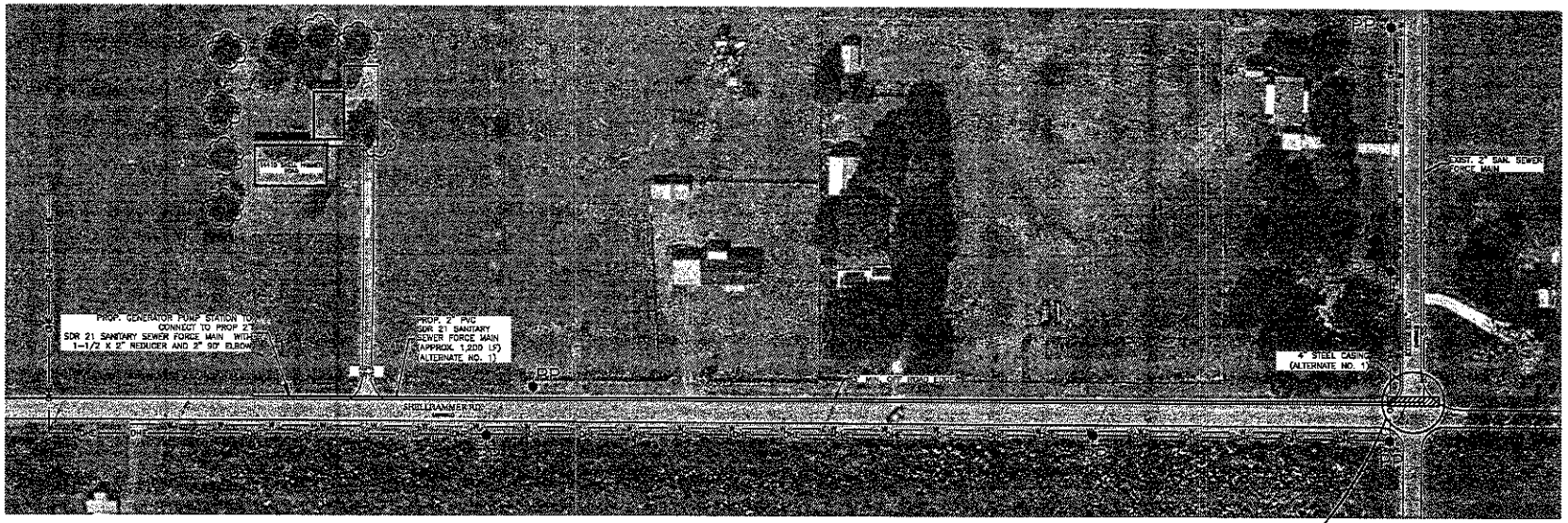
The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled bid opening for bids.

Bidder: T. Johnson Industries, Inc
Address: 1443 Hwy 69 South
Kountze Tx 77625

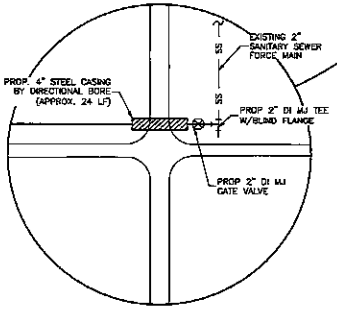
Telephone: 409 246 2440

Signed:
By: Josh Armfield
Title: President
Date: 3-24-2021
Attest: Marty Adam

Bidder: Complete & Return this Form with Offer.



SCALE: 1" = 60'



ALTERNATE NO. 1

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

LEGEND

PP	POWER POLE	MH	MANHOLE
LP	LIGHT POLE	CO	CLEAN OUT
FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
GA	GUY ANCHOR		PROPOSED WATER LINE
TS	TRAFFIC SIGN	SS	SANITARY SEWER LINE
L.S.	LANDSCAPING	W	WATER LINE
TVJB	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
ESB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1234	ADDRESSES		BUSHES
			TREES

D:\PROJECTS LJA 8000 - 8999\8857-JEFFERSON COUNTY\1003 - OLD CDBG PHASE VI - GRINDER PUMP STATION\DWG\8857-1003-09-15 PLAN SHEETS ADDENDUM 2.DWG

Date : 3/11/2021
File Name : 8857/1003
File Drawer No. : 8857/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919, ON 2/10, 20 21

No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21
2	ADDENDUM NO. 2	JAD	JAD	3/11/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET
(ALTERNATE BID NO. 1)

Action	Name	Date
Design	TJD	01/21
Drawn	RH	01/21
Checked	MM	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	9 OF 19	

Vendor References Form

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: Automatic Pump

Address: PO Box 26012 - Beaumont, Tx 77720-6012

Contact Person and Title: Aaron McKague, Sales

Phone: 409 866 2314 Fax: —

Email Address: aaron@automaticpump.com Contract Period:

Scope of Work: Pumps, motors, fittings

REFERENCE TWO

Government/Company Name: Rural Pipe

Address: 809 Visador Road - Jasper, Tx 75951

Contact Person and Title: John Spears, Sales

Phone: 409-384-5800 Fax: —

Email Address: jspears@ruralpipe.com Contract Period:

Scope of Work: Pipes & fittings

REFERENCE THREE

Government/Company Name: Coburn's

Address: 1000 Bowie - Beaumont, Tx 77701

Contact Person and Title: M. Hebert, Sales

Phone: 409 835-1447 Fax: —

Email Address: mhebert@coburns.com Contract Period:

Scope of Work: Pipes + fittings

Bidder: Complete & Return this 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.

T. Johnson Industries, Inc
Bidder (Entity Name)

1443 Hwy 69 South
Street & Mailing Address

Kountze Tx 77625
City, State & Zip

409 246 2440
Telephone Number

utilityinnovations@gmail.com
E-mail Address

Signature

Josh Armfield
Print Name

3-22-2021
Date Signed

Fax Number

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTERESTQUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

T. Johnson Industries Inc

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

3-22-2021

Date

Adopted 8/7/2015

Bidder: Complete & Return this 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.

Josh Armfield
Printed Name of Authorized Representative

Signature

President
Title

3-22-2021
Date

Bidder: Complete & Return this 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: T. Johnson Industries, Inc HUB: ☐ Yes ☐ No

Address: 1443 Hwy 69 South Kountze Tx 77625
Street City State Zip

Phone (with area code): 409-246-2490 Fax (with area code): —

Project Title & No.: Phase VI: First-Time Sanitary Sewer Improvements Project Tx C006 No 7218 240

Prime Contract Amount: $ 122,850.00

HUB Subcontractor Name: Rural Pipe

HUB Status (Gender & Ethnicity): Female owned

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

Address: 809 Visador Jasper Tx 75951
Street City State Zip

Phone (with area code): 409-384-5800 Fax (with area code): —

Proposed Subcontract Amount: $ 7,518.88 Percentage of Prime Contract: 54 %

Description of Subcontract Work to be Performed: Vendor

Josh Armfield		3-22-2021
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: Complete & Return this 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: T. Johnson Industries, Inc HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity):

Address: 1443 Hwy 69 South (Street) Kountze (City) Tx (State) 77625 (Zip)

Phone (with area code): 409 246 2440 Fax (with area code): —

Project Title & No.: First-Time Sanitary Sewer Improvements for Tolbert Run Comply Tx CDBG No 7218 240 IFB/RFP No.: 21-004/JW

Total Contract: $ 122,850.00 Total HUB Subcontract(s): $ 7,518.88

Construction HUB Goals: 12.8% MBE:: % 12.6% WBE: 6 %

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: Rural Pipe

HUB Status (Gender & Ethnicity): Female owned

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

Address: 809 Visador (Street) Jasper (City) Tx (State) 75951 (Zip)

Contact person: Tommy Shaver Title: Manager

Phone (with area code): 409 384 5800 Fax (with area code): —

Proposed Subcontract Amount: $ 7,518.88 Percentage of Prime Contract: 54 %

Description of Subcontract Work to be Performed: Vendor

Bidder: Complete & Return this 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: We have a HUB

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: Automatic Pump

Address: PO Box 26012 - Beaumont, Tx 77720-6012
Street City State Zip

Contact person: Aaron McKague Title: Sales

Phone (with area code): 409-866-2314 Fax (with area code): —

Proposed Subcontract Amount: $ 22,050.00 Percentage of Prime Contract: 54 %

Description of Subcontract Work to be Performed: Vendor

Subcontractor Name: A-1 Waste water

Address: 890 Hayes Rd Silsbee Tx 77656
Street City State Zip

Contact person: Mike Morrison Title: Installer

Phone (with area code): 409 385-0061 Fax (with area code): —

Proposed Subcontract Amount: $ 27,550.00 Percentage of Prime Contract: 54 %

Description of Subcontract Work to be Performed: Sub Contracter OSSF installer

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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): Josh Armfield

Title: Owner

Signature: [signature]

Date: 3-22-2021

E-mail address: utilityinnovations@gmail.com

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

Name (print or type): Josh Armfield

Title: Owner

Date: 3-22-2021

E-mail address: utilityinnovations@gmail.com

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 T. Johnson Industries, Inc [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	76-0355470
Company Name submitting bid/proposal:	T. Johnson Industries, Inc
Mailing address:	Po Box 8009 - Lumberton Tx 77657
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.

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, 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

3-23-2021
Date

On this 23rd day of March, 2021, personally appeared

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

Notary Seal
KELLY ADAMS
MY COMMISSION EXPIRES
August 28, 2021
NOTARY ID: 13119039-8

Kelly Adams
Notary Signature

3/23/2021
Date

Bidder: Complete & Return this Form with Offer.

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.

T. Johnson Industries, Inc
Company Name

IFB 21-004/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

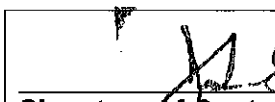
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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



Signature of Contractor's Authorized Official

Josh Armfield, President

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

3-22-2021

Date

Bidder: Complete & Return this Form with Offer.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Red

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Josh Armfield **Title:** President **Telephone No.:** 409 242 2440 **Date:** 3/22/2021

Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Josh Armfield (name), who

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

"I, Josh Armfield (name) am a duly authorized officer of/agent

for T. Johnson Industries Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said T. Johnson Industries, Inc. (name of firm).

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

Name and address of bidder: T. Johnson Industries, Inc

PO Box 8009 - Lumberton, Tx 77657

Fax: Telephone# 409 246-2440

by: Josh Armfield (print name) Title: President

Signature:

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

this the 23rd day of March, 2021.

KELLY ADAMS
MY COMMISSION EXPIRES
August 28, 2021
NOTARY ID: 13119039-8

Kelly Adams
Notary Public in and for
the State of Texas

Bidder: Complete & Return this Form with Offer.

345

Johnson Industries, Inc
Po Box 8009
Lumberton, Tx 77657

Attn: Purchasing Agent
Jefferson County Purchasing Dept
1149 Pearl Street, 1st Floor -
Beaumont, Tx 77701
Bid # IFB 21-004/JW
Phase VI: First-Time Sanitary Sewer Improvements
Project for Jefferson County
(Community Development Block Grant)
(Tx CDBG No. 7218240)

RECEIVED 10:23 AM MAR 24 2021

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

March 30, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.** 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:	**Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office**
BID NO:	**IFB 21-020/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, April 28, 2021**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

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

Jefferson County 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 – March 31, 2021 & April 7, 2021

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Bid Submissions:

Bidder is responsible for submitting: One (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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. http://www.co.jefferson.tx.us/purchasing/main.htm

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.

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.

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.

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (2) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that 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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Tuesday, April 20, 2021.

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 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.

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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 (in writing on the included Bid Form), 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 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or

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

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

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies

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

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

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

> **i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
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> **ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

> **i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
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> **ii.** Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

a. Contractor. The 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 contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts 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 prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

> **(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-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
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> **(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) 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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.
>
> **(3) Withholding for unpaid wages and liquidated damages.** Jefferson County 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 (b)(2) of this section.
>
> **(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental,
developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(1) This contract 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's 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 and2 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 the County. 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The 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) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details

the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"The 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 and (2) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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."

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

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

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 Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number **IFB 21-020/JW**.

Questions of a technical nature regarding these bid specifications may be directed to Major Clay Woodward with the Jefferson County Sheriff's Office Special Operations Division at 409-726-2950 or email: cwoodward@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids for a Camera System to be utilized on a Bell 407 Helicopter that is operated by the Jefferson County Sheriff's Office Special Operations Division.

All bids should be for **brand new**, completely unused equipment.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).

Bidders, please be sure to review these bid specifications carefully, as the item(s) that you are offering must MEET or EXCEED these specifications.

***REQUIRED* with Bid Submission:**

- **Itemized Comparison:**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Technical Specifications

Camera Sensor Specifications:

- 10.25" max turret dia. (excluding connector interface) ***(less than 11")***

- 14.0" max turret height (excluding mounting interface)

- 38 lbs. max turret weight (excluding mounting interface) ***(less than 40 lbs)***

- Four Axis active stabilization

  2-axis inner (pitch/yaw) and 2-axis outer (azimuth/elevation)

  6 -axis passive vibration isolation (pitch/roll/yaw)

- Fully integrated/compatible with the Churchill ARS, AeroComputers UC-6000, CartNav AIMS and Force X mapping systems

- 15 micro-radian or less typical stability on all sensors without the use of external vibration isolator, fast steering mirrors or other electronic image stabilization methods.

-Elevation Coverage: +90º to -120º

-Azimuth Coverage: 360º continuous

- Integrated missile grade IMU mounted on the optical bench to support both gimbal stability and geo-pointing (co-located with imaging sensors). ≤2.5mrad pointing typical accuracy. Embedded GPS.

- 1920 X 1080 CMOS HD color sensor (EOW) with 30.2º x 1.2º optical HFOV (720P). 1080p or 720p video format

- 1920 X 1080 CMOS color daylight spotter-scope sensor (EON) with a fixed HFOV of 0.61º degree's (720P). 1080p or 720p video format

- 1280 X 720 Mid-Wave 8 micron pixel pitch IR Camera (HDIR) with 30.2º X 2.9º continuous optical zoom or step zoom (operator selectable) or 640 X 512 Mid-Wave IR Camera with 30.0 – 1.8º HFOV, continuous optical zoom or step zoom (operator selectable). 1080p or 720p video format

- Optional Low Light Monochrome EMCCD sensor 640 X 480 with 40.8 degree to 2.38º continuous zoom. 1080p or 720p video format

- Combined Laser Illuminator (Pointer) / Laser Range Finder (CLIRF) payload option. LI 852nm diode laser combined with a 1.54µm Laser Range Finder with 20km range.

- 2X & 4X digital zoom on all sensors

- Enhanced Image Processing for both IR and EO sensors (Local Area Contrast Enhancement, Digital Contrast Enhancement, Edge Sharpening, Image Noise Reduction)

Camera Sensor Specifications (Continued):

- Picture-In-Picture (PiP) and Pseudo-Color IR standard

- Optional Image Blending/Fusion

-Available Interfaces RS-422, RS-232, Mil-Std-1553B and Ethernet. Interface with third party Moving Map Systems.

- Power requirements 112 w (280 W max), 4 amp steady state (10 amp max)

System Controller Specifications:

Ruggedized Hand Controller with integrated backlighting, not to exceed 2.2Lbs and 4.25’ (W) x 9” (L) x 3” (D)

Installation:

The vendor *shall not be required* to install this equipment.

Support:

- Field Support technicians for on-site service support
- Multiple North American support/repair centers
- 24 month / 1,000 hour standard warranty

Bid Form

Item No.	Item Description	Total Bid Price
1	**Camera System (for Bell 407 Helicopter)** **Make:**_____ **Model:**_____	**$**_____ **.** ____
Bid Price: Total Bid Price to include the Camera System and Components as described in these specifications; to include warranty.		
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____
Addendum 2 _____ Date Received_____
Addendum 3 _____ Date Received_____

REQUIRED* with Bid Submission:

- **Itemized Comparison**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Bidder: Complete & Return this Form with Offer.

INSERT COPY OF ITEMIZED COMPARISON BEHIND THIS PAGE

INSERT COPY OF MANUFACTURER'S SPECIFICATIONS BEHIND THIS PAGE

Bidder Information Form

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

Bid Number & Name: (IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County's Sheriff's Office

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 <u>physical address for bid bond return</u>, if applicable):

_____
Address

_____
City, State, Zip Code

<u>Bidder</u>: Complete & Return this Form with Offer.

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

<u>Bidder</u>: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.**

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. 21-020/JW, Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office. 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: Complete & Return this Form with Offer.

Vendor References Form

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: Complete & Return this 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	

<u>Bidder</u>: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

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

<u>Bidder</u>: Complete & Return this 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

Note: This Form is for Office Use Only.

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

<u>Bidder</u>: Complete & Return this 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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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: Complete & Return this 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.

<u>Bidder</u>: Complete & Return this 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: _____

<u>Bidder</u>: Complete & Return this 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: Complete & Return this 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</u>: Complete & Return this Form with Offer.

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</u>: Complete & Return this Form with Offer.

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

<u>Bidder</u>: Complete & Return this 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_____, 2021.

_____
Notary Public in and for
the State of _____

<u>Bidder</u>: Complete & Return this 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

LEGAL NOTICE
Advertisement for Invitation for Bids

March 30, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 21-021/JW) Digital Mapping System(for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.** Specifications for this project may be obtained from the Jefferson County Purchasing 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:	**Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office**
BID NO:	**IFB 21-021/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, April 28, 2021**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

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

Jefferson County 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 – March 31, 2021 & April 7, 2021

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Bid Submissions:

Bidder is responsible for submitting: One (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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. http://www.co.jefferson.tx.us/purchasing/main.htm

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.

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.

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.

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (2) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that 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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Tuesday, April 20, 2021.

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 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.

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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

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

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies

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

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

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

> **i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
>
> **ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request

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

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

> **i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
>
> **ii.** Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

a. Contractor. The 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 contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts 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 prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

> **(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-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
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> **(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) 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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.
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> **(3) Withholding for unpaid wages and liquidated damages.** Jefferson County 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 (b)(2) of this section.
>
> **(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental,
developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(1) This contract 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's 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 and2 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 the County. 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The 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) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government.

See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"The 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 and (2) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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."

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

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

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 Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number **IFB 21-021/JW**.

Questions of a technical nature regarding these bid specifications may be directed to Major Clay Woodward with the Jefferson County Sheriff's Office Special Operations Division at (409) 726-2950 or email: cwoodward@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids from qualified vendors to provide a Digital Mapping System (DMS) and Automatic Identification System (AIS) receiver to be used on a Bell 407 Helicopter operated by the Jefferson County Sheriff's Office (JCSO) Special Operations Division.

All bids should be for **brand new**, completely unused equipment.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). Bidders, please be sure to review these bid specifications carefully, as the item(s) that you are offering must MEET or EXCEED these specifications.

REQUIRED with Bid Submission:

- **Itemized Comparison**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – in comparison with the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Technical Specifications

The Digital Mapping System should incorporate operation of mission equipment such as video transmission, Lo-Jack, with overlay (Augmented Reality) of addresses, street names, and parcel data on live camera video. A variety of maps and charts enhancing mission effectiveness and aerial imagery is required. The Digital Mapping System should include a built-in HD Dual-Channel Digital Video Recorder (DVR) feature allowing the aircrew to record video images with and without video overlay.

The Automatic Identification System (AIS) should be an enhanced AIS receiver with industry-leading sensitivity. The AIS unit's data output will provide the location and identification details of all AIS transponders within receiving range. The AIS is to be compatible with equipment using the NMEA 0183 standard, which includes the DMS. The DMS software will display and track AIS signals via NMEA 0183 data from the AIS receiver on live video.

The vendor shall furnish and deliver a Digital Mapping System for the Jefferson County Sheriff's Office. The system shall be compatible with the JCSO's E/O imaging system and allow the operator to see live video with a map overlay, including targeting of residential and business addresses nationwide (United States). The vendor shall furnish and deliver an Automatic Identification System (AIS) for the Jefferson County Sheriff's Office Special Operations Division. The system shall be compatible and interface with the Digital Mapping System.

Installation: The vendor *shall not be required* to install this equipment.

The Digital Mapping System bid by vendor must be equivalent to or exceed the following preferred requirements:

DIGITAL MAPPING SYSTEM GENERAL SPECIFICATIONS

- WEIGHT 14 LBS. or less (+ accessory components)
- POWER 28VDC / 120 watt
- DIMENSIONS 7.0”W x 6.5”H x 15.5”L
- MOUNTING Tool-less removal
- GPS RECEIVER Integrated WAAS-capable

ENVIROMENTAL SPECIFICATIONS:

- STORAGE TEMPERATURE (˚C) -40 to +85
- OPERATING TEMPERATURE (˚C) -40 to +55
- DO160 CERTIFICATIONS Vibration, Shock, EMI

COMPUTER SPECIFICATIONS:

- PROCESSOR Intel Core i7
- HARD DRIVE 2TB Solid State Drive (SSD)

INPUTS/OUTPUTS:

- Power VGA OUTPUT (3)
- COMPOSITE INPUT (1) NTSC/PAL
- HD-SDI (4) input, (1) loop-through output, (3) output
- HDMI OUTPUT (1)
- SERIAL COMMUNICATIONS PORTS (8) RS-232 or RS-422 for attaching gimbals and other devices
- USB - (2) USB 3.0 port; (3) USB 2.0 ports
- ETHERNET (2) Gigabit ports

INTERNAL DIGITAL VIDEO RECORDER (DVR):

- VIDEO COMPRESSION H.264
- HD-SDI AND COMPOSITE/PAL INPUTS Selectable
- AUDIO INPUT HD
- RESOLUTION, QUALITY, AND FRAME RATE Configurable up to 1080p at 60Hz
- VIDEO CONTAINER FORMATS MPEG-4 and MPEG-TS
- KLV METADATA MISB 601, STANAG 4609
- RECORDING MEDIA Removable
- SUPPORTED VIDEO PLAYERS Recommended Windows Media Player or VLC Player

MAPPING AND DATA:

- AeroStreet™ DYNAMIC MAPS On-demand scaling from the world level to the tactical parcel level, with 15 levels of vector-based maps
- FAA MAPS Helicopter*, Terminal Area*, Sectional, and WAC Charts (*where available)

- DATA Obstacle database, High-resolution terrain elevation data
- TOPOGRAPHIC MAPS USGS 24k/100k/250k, US Forest Service (where available)
- AERIAL IMAGERY High-resolution aerial imagery, sub-meter Aerial Imagery available
- GEOGRAPHIC COVERAGE North American AeroStreet™ Maps
- IMPORT CUSTOM MAP DATA

INTERACTIVE MAP FEATURES:

- DISTANCE AND BEARING MEASUREMENTS
- GIMBAL OR AIRCRAFT BREADCRUMBS
- WAYPOINTS
- INCIDENT / FIRE MAPPING

TARGETING CAPABILITIES:

- SmartSearch targeting - Search Address, Intersections, POIs, and Aviation data from one place
- Address, intersection, airport, geographic location (lat/lon, MGRS, UTM), businesses, places of interest, waypoints
- Temporary waypoints and Laser Range Finder (LRF) targets (LRF not standard on all gimbals)
- Dynamic Targets when integrated with supported equipment, e.g. AIS
- "Sounds Like" and partial match searching
- Target History - revisit previous targets from the current mission
- Vehicle speed measurement – using the distance/time measurement method
- Grid Search – Grid is defined by operator

UC3D™ - VIDEO OVERLAY:

- Overlay data directly on live gimbal video or aerial imagery, such as street lines, street names, address points, or points of interest (POIs).
- Fade between video and aerial imagery.

AK-4 AIRBORNE KEYBOARD:

- Dimensions
    - Extended: 10.5”L x 12.3”W x 1.2”H
    - Retracted 10.5”L x 7.8”W x 1.2”H
- Designed to IP68 Standards
- Sliding with short metal enclosure
- NVIS Backlit keys
- USB or PS2 Connection

WARRANTY:

- 3 Years – Hardware
- Operating system updates for life of the system

The Automatic Identification System (AIS) bid by vendor must be equivalent to or exceed the following preferred requirements:

AUTOMATIC IDENTIFICATION SYSTEM REQUIREMENTS

REQUIRED COMPONENTS:

- Dual AIS Receiver
- AIS VHF Antenna
- Mil-Spec Connectors
- AIS Test Set: Portable, transmit-only AIS Test Set designed for verification of AIS receiver functionality on aircraft

DUAL AIS RECEIVER SPECIFICATIONS:

Serial Interfaces: Ethernet and RS232
Power Supply: 15-28 VDC
Power Consumption: Typical: 5 watts, Max: 16 watts
Temperature Range: -15 to +70°C Standard -40 to +70°C Extended Temperature Option
Altitude: 0 to 70,000 ft.
Compass Safe Distance: 1 meter

APPROXIMATE DIMENSIONS AND WEIGHT:

Max. Width	5.750 in.	4.750 in.
Max. Length	7.301 in.	7.217 in.
Max. Height	1.125 in.	1.125 in.
Weight	≤ 1.25 lbs.	≤ 1.20 lbs.

* Face plate: Type I Aircraft (SS7000-1) Dzus Rail

FREQUENCIES AND CHANNEL BANDWIDTH:

RX AIS1:	161.975 MHz at 25 kHz
RX AIS2:	162.025 MHz at 25 kHz

AIS Data Rate: 9,600 bits/s (RF Input)
Sensitivity: PER ≤ 20% @ -115 dBm
Co-Channel Rejection: -10 dB
Adjacent Channel Rejection: 70 dB
Blocking: 84 dB
Inter-modulation: 74 dB
Large Signal PER: ≤ 1%
Image Rejection: 70 dB

MIL STANDARDS:

MIL-HDBK-217F: MTBF Environment: ARW (airborne rotary winged)
MTBF @ -40C = 50,298 hrs, +25C = 49,797 hrs, +85C = 15,622 hrs▪ MIL-STD-704F – 28VDC

▪ MIL-STD-704A – 28VDC
▪ MIL-STD-461E – CE101
▪ MIL-STD-461E – CE102
▪ MIL-STD-461E – RE101
▪ MIL-STD-461E – RE102
▪ MIL-STD-461E – CS101
▪ MIL-STD-461E – CS114
▪ MIL-STD-461E – CS115
▪ MIL-STD-461E – CS116
▪ MIL-STD-461E – RS101
▪ MIL-STD-810E – 501.3
▪ MIL-STD-810E – 502.3
▪ MIL-STD-810E – 507.3
▪ MIL-STD-810E – 513.4
▪ MIL-STD-810E – 514.4
▪ MIL-STD-810E – 514.5
▪ MIL-STD-810E – 516.4
▪ MIL-STD-810E – 520.3
▪ MIL-STD-810F – 507.4
▪ MIL-STD-810F – 509.4

AIS TEST SET

Portable, transmit-only AIS Test Set designed for verification and optimization of AIS receivers on aircraft.

- Generates Up to 100 AIS Messages
- Integrated, Internal AIS Antenna
- RS232 and Bluetooth Communication options

Capable of performing:

- Pre-Operational Checks
- Identification of Malfunctioning Systems
- Field and Bench Testing
- Simulated AIS Data

SPECIFICATIONS:

- User interface: RS232 at 115200 Baud
- (Bluetooth available; see Config. Options Worksheet)
- Power Requirements: C cell batteries (X2)
- (120V available; see Config. Options Worksheet)
- Battery Life: 10 hours average
- Temperature Range:
- Storage: -30 to +70 degrees C
- Operation: -15 to +55 degrees C
- Compass Safe Distance: 1 meter

AIS SIGNAL GENERATOR:

- Modulation Type: GMSK
- AIS Data Rate: 9600 bits/s (RF Output)
- Signal Generator Output: Less than 150 µV/m @ 3m
- Emission Type (ITU Class): 16KOFD
- EUT Port Output Level: -120 to -90 dBm w/ 20dB attenuator. Programmable.
- EUT Impedance: 50 ohms
- Maximum Duty Cycle: 50%
- EUT Port Input Power Level: 25 W maximum
- Frequency Accuracy: +/- 2.5 ppm

DIMENSIONS AND WEIGHTS:

- Width: 9.68 in.
- Length: 10.62 in.
- Height: 4.87 in.
- Weight: $\leq$ 7.5 lbs.

FREQUENCIES AND CHANNEL BANDWIDTH:

TX AIS1: 161.975 MHz at 25 KHz

NAVIGATION SPECIFICATIONS:

- 12 Channel GPS Receiver

FRONT PANEL FEATURES:

- Power Switch: ON/OFF MIL-S-83731 compliant Toggle Switch w/sealing boot
- AIS Direct Output: N-type female w/cap and ball chain
- GPS Antenna Input: TNC female w/cap and ball chain
- Serial Data: IP67 DB9 female w/ tethered dust boot
- LED Indicators: Power, Transmit, GPS Lock, Low Battery, *Bluetooth Status

*Bluetooth available; see Config. Options Worksheet

MECHANICAL:

- Enclosure: 1200 Pelican™ Case (Polypropylene Copolymer)
- Material Finish: Bright Yellow
- IP67 Compliant

DEVICE COMPLIANCE:

- FCC Part 15 Subpart C Section 15.209
- IC RSS-210 Issue 8

WARRANTY INFORMATION:

AIS products to be free from defects for one full year from the date of purchase.

TRAINING

The vendor shall furnish operator training at no cost to the Jefferson County Sheriff's Office Special Operations Division.

Future training, shall be provided by the vendor at no additional cost. The JCSO will accept internet / web-based methods for any future training required.

The vendor shall furnish with the purchase of the Digital Mapping Systems one (1) laptop simulator at no cost to the Jefferson County Sheriff's Office Special Operations Division.

Bid Form

Item No.	Item Description	Bid Item Price
1.	**Digital Mapping System (for Bell 407 Helicopter)** **Make:**_____ **Model:**_____	**$**_____ **.** ____
2.	**Automatic Identification System** **Make:**_____ **Model:**_____	**$**_____ **.** ____
	TOTAL BID PRICE:	**$**_____ **.** ____

Total Bid Price:
To include the Digital Mapping System and Automatic Identification System, as described in these specifications; to include warranty.

Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____
Addendum 2 _____ Date Received_____
Addendum 3 _____ Date Received_____

REQUIRED* WITH BID SUBMISSION:

- **Itemized Comparison**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Bidder: Complete & Return this Form with Offer.

INSERT COPY OF ITEMIZED COMPARISON BEHIND THIS PAGE

INSERT COPY OF MANUFACTURER'S SPECIFICATIONS BEHIND THIS PAGE

Bidder Information Form

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

Bid Number & Name: (IFB 21-021/JW) Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County's Sheriff's Office

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 <u>physical address for bid bond return</u>, if applicable):

_____
Address

_____
City, State, Zip Code

<u>Bidder</u>: Complete & Return this Form with Offer.

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

<u>Bidder</u>: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.**

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. 21-021/JW, Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office. 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: Complete & Return this Form with Offer.

Vendor References Form

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: Complete & Return this 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	

<u>Bidder</u>: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

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

<u>Bidder</u>: Complete & Return this 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

Note: This Form is for Office Use Only.

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: Complete & Return this 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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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: Complete & Return this 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.

<u>Bidder</u>: Complete & Return this 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: _____

<u>Bidder</u>: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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: Complete & Return this 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</u>: Complete & Return this Form with Offer.

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</u>: Complete & Return this Form with Offer.

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

<u>Bidder</u>: Complete & Return this 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_____, 2021.

_____
Notary Public in and for
the State of _____

Bidder 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

LEGAL NOTICE
Advertisement for Invitation for Bids

March 30, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport. 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 three (3) 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:	**Vehicles for the Jack Brooks Regional Airport**
BID NO:	**IFB 21-022/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, May 5, 2021**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

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

Jefferson County 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 – March 31, 2021 & April 7, 2021

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Bid Submissions:

Bidder is responsible for submitting: One (1) original and three (3) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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. http://www.co.jefferson.tx.us/purchasing/main.htm

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.

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.

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.

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that 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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm CT, Tuesday, April 27, 2021.

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 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.

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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 (in writing on the included Bid Form), 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 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect

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

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

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies

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

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

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

> **i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
>
> **ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request

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

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

> **i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
>
> **ii.** Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

a. Contractor. The 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 contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts 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 prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

> **(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-half times 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 (b)(1) 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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.
>
> **(3) Withholding for unpaid wages and liquidated damages.** Jefferson County 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 (b)(2) of this section.
>
> **(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental,
developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(1) This contract 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's 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 and2 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 the County. 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The 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) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details

the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"The 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 and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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."

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

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

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 Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone:409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-022/JW.

Scope

Jefferson County is soliciting bids for Vehicles for the Jack Brooks Regional Airport.

All bids should be for **brand new**, completely unused equipment.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).

All bidders bidding equivalent items shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders: Brand Reference/Equivalent Item Bids

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bidders, please be sure to review these bid specifications carefully, as the item that you are offering must MEET or EXCEED these specifications.

Bid Item No. 1: Specifications

Bid Item No. 1	
Ford F150 XL or Equivalent	
Manufacturer	Ford
Make	F150
Package	XL
Door	Regular Cab
Bed	**8'**
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	3.3L V6 Start-Stop
Fuel	**Gasoline**
Fuel Tank Size	23
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package	N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes**
Misc. 1	Int Work Surface
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
AUXILIARY:	
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	Yes

Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.

Bid Item No. 2: Specifications

Bid Item No. 2	
Ford F150 XL or Equivalent	
Manufacturer	Ford
Make	F150
Package	XL
Door	Super Crew - Full Size Doors
Bed	6.5'
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	2.7L V6 Eco Start-Stop
Fuel	**Gasoline**
Fuel Tank Size	26
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package	Yes
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes**
Misc. 1	Int Work Surface
Misc. 2	**On-Board Generator: 2.0 Kilowatts**
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
AUXILIARY:	
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	N/A

Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.

Bid Item No. 3: Specifications

Bid Item No. 3	
Ford Ranger XL or Equivalent	
Manufacturer	Ford
Make	Ranger
Package	XL
Door	Super Cab / Extended Cab
Bed	6'
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	2.3L Eco Boost Start-Stop
Fuel	**Gasoline**
Fuel Tank Size	18
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	16" Steel
Tire Size	255/70 R16 All Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package	N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes**
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Power
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	N/A

Note: Features Highlighted in Yellow/in BOLD Print May Not Be Substituted for an Equivalent.

Bid Item No. 4: Specifications

Bid Item No. 4	
Ford F150 XL or Equivalent	
Manufacturer	Ford
Make	F150
Package	XL
Door	Regular Cab
Bed	**8'**
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	3.3L V6 Start-Stop
Fuel	**Gasoline**
Fuel Tank Size	23
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package	N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes**
Misc. 1	Int Work Surface
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
AUXILIARY:	
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	**Yes**

Note: Features Highlighted in Yellow/in BOLD Print May Not Be Substituted for an Equivalent.

Bid Item No. 5: Specifications

Bid Item No. 5	
Ford Transit Cargo Van Med Roof XL	
Manufacturer	Ford
Make	Transit Cargo Van Med Roof
Interior Height	Interior Height Should Allow “Stand Up” Space for up to 6’ tall passengers
Package	XL
Door	2 Front / 1 Rear / 1 Slide
Bed	N/A
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	3.5L V6 Eco Boost
Fuel	**Gasoline**
Fuel Tank Size	25
Transmission	Elec 10 Speed Auto
Oil Cooler	Yes
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	16" Steel
Tire Size	235/65 R16 All-Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package:	
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes, HD Trailer Tow Pkg**
Misc. 1	**Load Area Protection Pkg**
Misc. 2	**Hi Capacity Upfitter Switches, Large Center Console, Aux Fuse Panel, Dual AGM Batteries, Mod Vehicle Wiring System**
Misc. 3	**Pre-wired electrical harnesses tied to pre-installed switches.**
Misc. 4	**Full-Height Polyprop Cargo, Vinyl Front/Rear**
Misc. 5	On-Board Generator
Dual Alternator	Yes
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Power
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
Cargo Area	**At Lease One Side of the Cargo Area should have pre-fab installed wall instead of shell metal frame.**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
AUXILIARY:	
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	N/A

Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.

Bidder Information Form

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

Bid Number & Name: (IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport

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

Bidder: Complete & Return this Form with Offer.

Bid Form

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Item No.	Item Description	Bid Price
1	**Ford F150 XL (Regular Cab) as specified -OR- Equivalent**	**$**_____ . ____
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 1: _____		

Item No.	Item Description	Bid Price
2	**Ford 150 XL (Super Crew) as specified -OR- Equivalent**	**$**_____ . ____
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 2: _____		

Bidder: Complete & Return this Page with Offer.

Bid Form (Continued)

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Item No.	Item Description	Bid Price
3	**Ford Ranger XL as specified -OR- Equivalent**	**$_____ . ____**
Projected Delivery Lead Time from Date of Purchase:	**_____ weeks**	
Equivalent Item Description (Make & Model) for Item No. 3: _____		

Item No.	Item Description	Bid Price
4	**Ford F150 XL (Regular Cab) as specified -OR- Equivalent**	**$_____ . ____**
Projected Delivery Lead Time from Date of Purchase:	**_____ weeks**	
Equivalent Item Description (Make & Model) for Item No. 4: _____		

Bidder: Complete & Return this Page with Offer.

Bid Form (Continued)

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Item No.	Item Description	Bid Price
5	**Ford Transit Cargo Van Med Roof XL as specified -OR- Equivalent**	**$**_____ **.** ____
Projected Delivery Lead Time from Date of Purchase:	_____ **weeks**	
Equivalent Item Description (Make & Model) for Item No. 5: _____		

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder: Complete & Return this Page with Offer.

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

<u>Bidder</u>: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Vehicle(s) for the Jack Brooks Regional Airport.**

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. 21-022/JW, Vehicles for the Jack Brooks Regional Airport. 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: Complete & Return this Form with Offer.

Vendor References Form

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: Complete & Return this 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	

<u>Bidder</u>: Complete & Return this Form with Offer.

INSERT COPY OF
MANUFACTURER SPECIFICATIONS HERE

PLEASE MARK EACH PAGE WITH THE
BID ITEM NUMBER FOR WHICH EACH SET OF
MANUFACTURER SPECIFICATIONS CORRESPONDS

IF SUBMITTING BID FOR EQUIVALENT/ALTERNATIVE ITEM, INSERT ITEMIZED COMPARISON(S) HERE

PLEASE MARK EACH PAGE WITH THE BID ITEM NUMBER FOR WHICH THE COMPARISON CORRESPONDS

Certificate of Buy American Compliance for Manufactured Products

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States. In accepting AIP funding, grant recipients must certify that all steel or manufactured products used on any portion of the AIP-funded project are produced in the United States and are of 100 percent U.S. materials.
Under 49 U.S.C. § 50101(b), the FAA has the authority to waive these Buy American Preferences if certain market or product conditions exist. These are:

- Applying the Buy American Preferences would be inconsistent with the public interest;
- The steel or goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- When the cost of components and subcomponents produced in the U.S. is more than 60 percent of the cost of all components of the facility or equipment procured and final assembly occurs in the United States; or
- Including domestic material will increase the cost of the overall project by more than 25 percent.

49 U.S.C. § 50101 also prohibits fraudulent use of “Made in America” labels, “a person shall not intentionally affix a label bearing the inscription of “Made in America”, or any inscription with that meaning, to any product sold or shipped in the United States, if that product is not a domestic product.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101 by selecting one of the following certification statements. These statements are mutually exclusive.

Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

---OR---

☐ Bidder or offeror hereby certifies that it cannot comply with 49 USC 50101 by, however it may be eligible for an exemption by the FAA.

_____
Signature / Date

_____
Title

_____
Company / Offeror

_____
IFB/RFP/RFQ number

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

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

<u>Bidder</u>: Complete & Return this 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

Note: This Form is for Office Use Only.

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: Complete & Return this 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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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: Complete & Return this 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.

<u>Bidder</u>: Complete & Return this 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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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: Complete & Return this 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</u>: Complete & Return this Form with Offer.

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</u>: Complete & Return this Form with Offer.

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

<u>Bidder</u>: Complete & Return this 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_____, 2021.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO RFP

RFP Number:	RFP 21-007/DC
RFP Title:	Jefferson County Bank Depository Contract
RFP Due:	11:00 am CT, Wednesday, May 5, 2021
Addendum No.:	1(one)
Issued (Date):	March 30, 2021

TO OFFEROR: This Addendum is an integral part of the RFP package under consideration by you as an Offeror in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire RFP package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by an Offeror should be evidenced by returning it (signed) as part of the Offeror's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Offeror should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Correction of proposal due date and time to 11:00 am CT, Wednesday, May 5, 2021.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Offeror:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Offeror)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO RFP

RFP Number: RFP 21-017/DC

RFP Title: Jefferson County District Clerk and County Clerk's Trust Funds Depository Contract

RFP Due: 11:00 am CT, Wednesday, May 5, 2021

Addendum No.: 1(one)

Issued (Date): March 30, 2021

TO OFFEROR: This Addendum is an integral part of the RFP package under consideration by you as an Offeror in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire RFP package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by an Offeror should be evidenced by returning it (signed) as part of the Offeror's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Offeror should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Correction of proposal due date and time to 11:00 am CT, Wednesday, May 5, 2021.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Offeror:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Offeror)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: March 24, 2021

Re: Disposal of Wrecked Vehicle

Consider and approve removal of a 2000 Chevrolet Pickup Truck VIN 1GCEC19V1YZ367711 from Road & Bridge Pct. 3 and to be transport to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

Law Enforcement and TxDOT Use ONLY

☐ FATAL ☐ CMV ☐ SCHOOL BUS ☐ RAILROAD ☐ MAB ☐ SUPPLEMENT ☐ ACTIVE SCHOOL ZONE

Total Num. Units	Total Num. Persns.	TxDOT Crash ID
1	2	15824635.1 /2017525424

Texas Peace Officer's Crash Report (Form CR-3 1/1/2015)

Mail to: Texas Department of Transportation, Crash Data and Analysis, P.O. Box 149349, Austin, TX 78714. Questions? Call 844/274-7457

Refer to Attached Code Sheet for Numbered Fields

*=These fields are required on all additional sheets submitted for this crash (ex.: additional vehicles, occupants, injured, etc.).

FIELD COPY NOT FROM CUSTODIAL FILE

IDENTIFICATION & LOCATION

*Crash Date (MM/DD/YYYY)	*Crash Time (24HRMM)	Case ID
06/20/2017	0745	

*County Name	*City Name	
JEFFERSON		☑ Outside City Limit

In your opinion, did this crash result in at least $1,000 damage to any one person's property? ☒ Yes ☐ No

Latitude (decimal degrees): 29.82644 Longitude – (decimal degrees): 094.36151

ROAD ON WHICH CRASH OCCURRED

*1 Rdwy. Sys.	*Hwy. Num.	2 Rdwy. Part	Block Num.	3 Street Prefix	* Street Name	4 Street Suffix
SH	73	1				

☐ Crash Occurred on a Private Drive or Road/Private Property/Parking Lot ☐ Toll Road/Toll Lane | Speed Limit: 75 | Const. Zone: ☐ Yes ☑ No | Workers Present: ☐ Yes ☒ No | Street Desc.:

INTERSECTING ROAD, OR IF CRASH NOT AT INTERSECTING ROAD OR REFERENCE MARKER

At Int.	1 Rdwy. Sys.	Hwy. Num.	2. Rdwy. Part	Block Num.	3 Street Prefix	Street Name	4 Street Suffix
☐ Yes ☒ No	LR		1			BIG HILL	RD

Distance from Int. or Ref. Marker	☒ FT ☐ MI	3 Dir. from Int. or Ref. Marker	Reference Marker	Street Desc.	RRX Num.
200		E			

VEHICLE, DRIVER, & PERSONS

Unit Num.	5 Unit Desc.	Parked Vehicle	Hit and Run	LP State	LP Num.	VIN
1	1	☐	☐	TX	1271293	1GCEC19V1YZ367711

Veh. Year	6. Veh. Color	Veh. Make	Veh. Model	7 Body Style	Pol., Fire, EMS on Emergency (Explain in Narrative if checked)
2000	WHI	CHEVROLET	SILVERADO	PK	☐

8 DL/ID Type	DL/ID State	DL/ID Num.	9 DL Class	10 CDL End.	11 DL Rest.	DOB (MM/DD/YYYY)
1	TX	38967303	C	96	96	09/22/1997

Address (Street, City, State, ZIP): 1424 N 28TH ST NEDERLAND, TX 77627

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle (Enter Driver or Primary Person for this Unit on first line)	14 Injury Severity	Age	15 Ethnicity	16 Sex	17 Eject.	18 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category
1	1	1	MCDONALD, JOHN LEE	A	19	W	1	1	1	1	97	N	96		96	97	97
2	2	3	CASTILLE, JADON THAD	C	16	W	1	1	1	1	97	N					

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

☒ Owner ☐ Lessee | Owner/Lessee Name & Address: COUNTY, JEFFERSON, 5700 JADE AVE PORT ARTHUR, TX 77640

Proof of Fin. Resp.	26 Fin. Resp. Type	Fin. Resp. Name	Fin. Resp. Num.
☐ Yes ☐ No ☒ Exempt		GOVERNMENT OWNED	

Fin. Resp. Phone Num.	27 Vehicle Damage Rating 1	27 Vehicle Damage Rating 2	Vehicle Inventoried
	3 - R & T - 5		☐ Yes ☒ No

Towed By	Towed To
AIRPORT WRECKER	5700 JADE AVE PORT ARTHUR, TX 77640

VEHICLE, DRIVER, & PERSONS

Unit Num.	5 Unit Desc.	Parked Vehicle	Hit and Run	LP State	LP Num.	VIN
		☐	☐			

Veh. Year	6. Veh. Color	Veh. Make	Veh. Model	7 Body Style	Pol., Fire, EMS on Emergency (Explain in Narrative if checked)
					☐

8 DL/ID Type	DL/ID State	DL/ID Num.	9 DL Class	10 CDL End.	11 DL Rest.	DOB (MM/DD/YYYY)

Address (Street, City, State, ZIP):

Person Num.	12 Prsn. Type	13 Seat Position	Name: Last, First, Middle (Enter Driver or Primary Person for this Unit on first line)	14 Injury Severity	Age	15 Ethnicity	16 Sex	17 Eject.	18 Restr.	19 Airbag	20 Helmet	21 Sol.	22 Alc. Spec.	Alc. Result	23 Drug Spec.	24 Drug Result	25 Drug Category

Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.

☐ Owner ☐ Lessee | Owner/Lessee Name & Address:

Proof of Fin. Resp.	26 Fin. Resp. Type	Fin. Resp. Name	Fin. Resp. Num.
☐ Yes ☐ No ☐ Expired ☐ Exempt			

Fin. Resp. Phone Num.	27 Vehicle Damage Rating 1	27 Vehicle Damage Rating 2	Vehicle Inventoried
	-	-	☐ Yes ☐ No

Towed By	Towed To

FIELD COPY
NOT FROM CUSTODIAL FILE

DISPOSITION OF INJURED/KILLED

Unit Num.	Prsn. Num.	Taken To	Taken By	Date of Death (MM/DD/YYYY)	Time of Death (24HR:MM)
1	1	ST. ELIZABETH HOSPITAL-BEAUMONT	WINNIE-STOWELL AMBULANCE		
1	2	ST. ELIZABETH HOSPITAL-BEAUMONT	WINNIE-STOWELL AMBULANCE		

CHARGES

Unit Num.	Prsn. Num	Charge	Citation/Reference Num.

DAMAGE

Damaged Property Other Than Vehicles	Owner's Name	Owner's Address

CMV

Unit Num.	☐ 10,001+ LBS.	☐ TRANSPORTING HAZARDOUS MATERIAL	☐ 9+ CAPACITY	CMV Disabling Damage? ☐ Yes ☐ No	28 Veh. Oper	29 Carrier ID Type	Carrier ID Num.
Carrier's Corp. Name	Carrier's Primary Addr.						30 Veh. Type
31 Bus Type	☐ RGVW ☐ GVWR	HazMat Released ☐ Yes ☐ No	32 HazMat Class Num.	HazMat ID Num.	32 HazMat Class Num.	HazMat ID Num.	33 Cargo Body Style
Trailer 1	Unit Num.	☐ RGVW ☐ GVWR	34 Trlr. Type	CMV Disabling Damage? ☐ Yes ☐ No	Trailer 2	Unit Num.	☐ RGVW ☐ GVWR	34 Trlr. Type	CMV Disabling Damage? ☐ Yes ☐ No
Sequence Of Events	35 Seq. 1	35 Seq. 2	35 Seq. 3	35 Seq. 4					

FACTORS & CONDITIONS

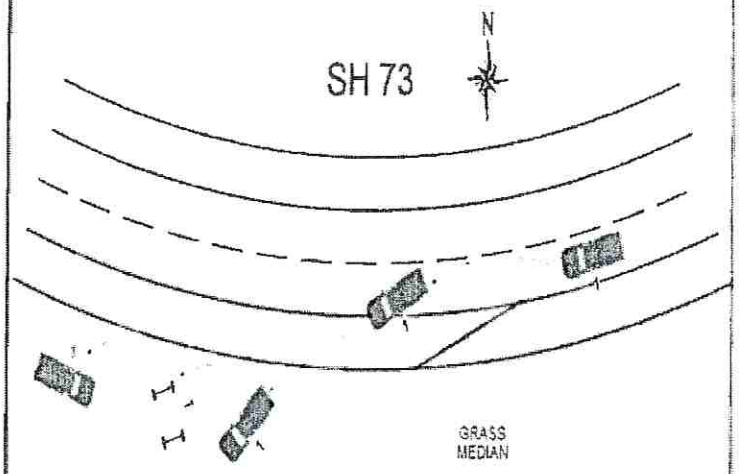
36 Contributing Factors (Investigator's Opinion)						37 Vehicle Defects (Investigator's Opinion)						Environmental and Roadway Conditions						
Unit #	Contributing			May Have Contrib.		Contributing			May Have Contrib.		38 Weather Cond.	39 Light Cond.	40 Entering Roads	41 Roadway Type	42 Roadway Alignment	43 Surface Condition	44 Traffic Control
1						12											
											1	1	97	3	4	1	17

NARRATIVE AND DIAGRAM

Investigator's Narrative Opinion of What Happened
(Attach Additional Sheets If Necessary)

UNIT 1 WAS TRAVELING WEST ON SH 73 IN THE INSIDE LANE IN A RIGHT HAND CURVE. UNIT 1'S BACK LEFT TIRE BLEW OUT, UNIT 1 DRIVER LOST CONTROL AND DROVE OFF THE LEFT SIDE OF THE ROAD. UNIT 1 THEN ROLLED OVER TO THE RIGHT AND CAME TO REST RIGHT SIDE UP FACING EAST IN THE CENTER GRASS MEDIAN.

Field Diagram - Not to Scale



INVESTIGATOR

Time Notified (24HR:MM) 0822	How Notified LUFKIN DPS	Time Arrived (24HR:MM) 0906	Report Date (MM/DD/YYYY) 06/20/2017		
Invest. Comp. ☒ Yes ☐ No	Investigator Name (Printed) Carraway, Jeremy			ID Num. 10717	
ORI Num.	*Agency DEPARTMENT OF PUBLIC SAFETY, STATE OF TEXAS			Service/ Region/DA HP2B01	

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: March 25, 2021

Re: Disposal of Scrap Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

March 30, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MAINTENANCE - PORT ARTHUR	SCRAP METAL		
contact person: Shenita Keyes			

Approved by Commissioners' Court: _____

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 30th day of March, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, CAYLA CALAMIA, has devoted 29 years and 6 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, CAYLA CALAMIA, has dedicated her talents and services as a Court Reporter for County Court at Law No. 3 and the 136th Jefferson County District Court; and

WHEREAS, CAYLA CALAMIA, has pledged her services as a Court Reporter responsible for not only making an accurate transcription of court proceedings, but also ensuring that litigants had all the necessary information for their Court date, assisting lawyers during the stress of trial, and overall helping lift and brighten the day of those who had the privilege of working around her; and

WHEREAS, through hard work and commitment to excellence, **CAYLA CALAMIA,** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, CAYLA CALAMIA, has diligently led by example in the performance of her duties, thereby raising the overall standard throughout the courthouse; AND

WHEREAS, having made a significant contribution to Jefferson County, **CAYLA CALAMIA,** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be fondly missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **CAYLA CALAMIA**, for her dedicated service as a valuable employee of Jefferson County and wishes her the very best in her retirement.

SIGNED this 30th day of March, 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

memo

To: COMMISSIONERS COURT

From: Jeff Ross, MIS

Date: March 23, 2021

Re: Budget Transfer from Travel Expense and Computer Equipment for KnowBe4 Annual Software License

---

The following budget transfer is necessary for the MIS department to purchase the KnowBe4 annual license at an expense of $17,820/yr.

This will allow us to purchase the KnowBe4 product to be used for our annual required training this year for our state audit due in June 2021.

I have reviewed two other counties, Harris and Collin, who have been using KnowBe4 even before the state requirement came into play. They both have Cybersecurity experts on staff and both have elected to go with KnowBe4.

TO:	120-1025-415-6053	Computer Software	$17,820
FROM	120-1025-415-5062	Travel Expense	$7,000
FROM	120-1025-415-6002	Computer Equipment	$10,820

APPROVED: _____ 03/23/21

Jeff Ross

Government Solutions

Pricing Proposal
Quotation #: 20222640
Created On: 3/19/2021
Valid Until: 3/31/2021

County of JEFFERSON TX

Jeff Ross
TX
United States
Phone: 4098358447
Fax:
Email: ross@co.jefferson.tx.us

Inside Account Manager

Richard Lettiere
3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	KnowBe4 Security Awareness Training Subscription Diamond KnowBe4 - Part#: KMSATD-N-E12-G Contract Name: IT Security Contract #: DIR-TSO-4291	1100	$18.00	$16.20	$17,820.00

Subtotal	$17,820.00
Shipping	$0.00
Total	$17,820.00

Additional Comments

Knowbe4 has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

15% discount off list +
3 free additional months (15 months total)
Expires 3/31/21

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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: March 22, 2021

RE: **Transfer Funds**

Please transfer the following into account into account # 114-0405-431.40-18 (Road Machinery) for additional cost of Road Machinery.

- **$10,000** from account # 114-0402-431.30-79 (Crushed Stone); and

Thank you.

EA/nr

MEMORANDUM

DATE: March 19, 2021

TO: Fran

FROM: 317TH DISTRICT COURT

RE: Transfer of Funds

Please transfer $2,287.00 from 120 2039 412 5062 to 120 2039 412 6002

Thank you

Larry Thorne

LARRY THORNE

Please find attached quotes for laptops. I can put the requisition in for you but will need the account number it needs to be charged to. You may have to speak with auditing. If you have any questions, please feel free to give me a call.

Thank You.

Vanessa Lachney

Computer Operator

Jefferson County-MIS

1149 Pearl Street 6th Floor

Beaumont, TX 77701

(409)835-8447

(409)839-2388 fax

From: Susie O'Quinn <soquinn@co.jefferson.tx.us>
Sent: Thursday, March 11, 2021 10:48 AM
To: vlachney@co.jefferson.tx.us
Subject: laptop computers

Good Morning!!

I need to get a quote on two (2) laptops for Judge and I. They will need cameras, speakers and be able to connect remotely to the server.

Will you please work on this and get back to me with a quote?

Also, do you submit this to Auditing or do I?

Thank you so much for your help.

Susie

Pricing Proposal
Quotation #: 20202978
Created On: 3/16/2021
Valid Until: 3/31/2021

County of JEFFERSON

Vanessa Lachney
1149 Pearl Street 6th Floor
Beaumont, TX 77701
United States
Phone: (409) 835-8447
Fax: (409) 839-2388
Email: vlachney@co.jefferson.tx.us

Inside Account Manager

Brett Yajcaji
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO to: Texas@shi.com
Phone: 732-652-0255
Fax:
Email: Brett_Yajcaji@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Microsoft Office 2019 Sngl MVL 1License Microsoft - Part#: 021-10626 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	2	$263.58	$527.16

Subtotal	$527.16
Shipping	$0.00
Total	$527.16

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

DELL Technologies

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000081089611.1**	Sales Rep	Andres Klopp
Total	**$1,760.00**	Phone	(800) 456-3355, 6180203
Customer #	530018967807	Email	Andres_Klopp@Dell.com
Quoted On	Mar. 16, 2021	**Billing To**	ACCOUNTS PAYABLE
Expires by	Apr. 15, 2021		JEFFERSON COUNTY
Deal ID	15402708		1149 PEARL ST
			7TH FL
			BEAUMONT, TX 77701-3635

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Andres Klopp

Shipping Group

Shipping To

RECIEVING DEPT
JEFFERSON COUNTY
1149 PEARL ST
COURTHOUSE 6TH FL
BEAUMONT, TX 77701-3634
(409) 835-8593

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5510	**$800.00**	**2**	**$1,600.00**
Dell Pro Briefcase 15 (PO1520C)	**$40.00**	**2**	**$80.00**
Dell USB Slim DVD±RW drive - DW316	**$40.00**	**2**	**$80.00**

 Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$1,760.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$1,760.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,760.00**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RECIEVING DEPT
JEFFERSON COUNTY
1149 PEARL ST
COURTHOUSE 6TH FL
BEAUMONT, TX 77701-3634
(409) 835-8593

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Latitude 5510	**$800.00**	**2**	**$1,600.00**

Estimated delivery if purchased today:
Apr. 09, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 5510 XCTO Base	210-AWLP	-	2	-
10th Generation Intel Core i5-10310U (4 Core, 6M cache, base 1.7GHz, up to 4.4GHz, vPro)	379-BDVG	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Intel UHD Graphics 620 with Displayport over Type-C for i5-10310U	338-BUSD	-	2	-
Intel ME disabled	631-ACKV	-	2	-
8GB,1x8GB, DDR4 Non-ECC	370-AFEH	-	2	-
M.2 128GB PCIe Class 35 NVMe 2230 Solid State Drive	400-BIJW	-	2	-
LCD back cover for Non-Touch Latitude 5510, WLAN+WWAN Capable, Carbon Fiber Reinforced Polymer	320-BDRH	-	2	-
RGB Cam/Mic Bezel with Dell Privacy Shutter	325-BDRC	-	2	-
15.6" HD (1366 x 768) Anti-Glare Non-Touch, 220nits	391-BFBB	-	2	-
Dual Pointing with No Fingerprint and No SmartCard Reader	346-BGGT	-	2	-
Dual Pointing Backlit US English Keyboard with 10 Key Numeric Keypad	583-BGWN	-	2	-
Wireless Intel AX201 WLAN Driver	555-BFRG	-	2	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCKB	-	2	-
E5 65W 7.4mm Lot 6 PCR EPEAT, Liteon	492-BCWY	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
E5 US Power Cord	450-AAEJ	-	2	-
5510 Quick Start Guide for Windows 10, Ubuntu	340-CPPF	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Custom Configuration	817-BBBB	-	2	-
Regulatory Label, FCC	389-DPGZ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
Dell Latitude 5510 SRV	658-BESB	-	2	-
Direct Ship Info	340-AAPP	-	2	-
MIX SHIP Config (DAO/BCC)	340-CQGC	-	2	-
No Option Included	340-ACQQ	-	2	-
No Resource USB Media	430-XXYG	-	2	-
No ENERGY STAR Qualified	387-BBCE	-	2	-
BTO Standard Shipment (S)	800-BBQN	-	2	-
No UPC Label	389-BCGW	-	2	-
No Removable CD/DVD Drive	429-AATO	-	2	-
Latitude 5510 Bottom Door	321-BFIZ	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	2	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	2	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	2	-
System Box Asset Label	365-0538	-	2	-

		Quantity	Subtotal
Dell Pro Briefcase 15 (PO1520C)	**$40.00**	**2**	**$80.00**

Estimated delivery if purchased today:
Mar. 24, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Briefcase 15 (PO1520C)	460-BCMU	-	2	-

		Quantity	Subtotal
Dell USB Slim DVD±RW drive - DW316	**$40.00**	**2**	**$80.00**

Estimated delivery if purchased today:
Mar. 24, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Kit - Dell USB Slim DVD+/-RW Drive - DW316 - SnP	429-AAUQ	-	2	-

Subtotal:	**$1,760.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$1,760.00**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

JEFFERSON COUNTY, TEXAS

Independent Auditor's Report on Compliance With Requirements Applicable to the Passenger Facility Charge Program and on Internal Control Over Compliance

Schedule of Expenditures of Passenger Facility Charges

September 30, 2020

JEFFERSON COUNTY, TEXAS

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SEPTEMBER 30, 2020

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable County Judge
and Commissioners Court
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 15, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) as a basis for determining the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
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AICPA GAQC Member

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County, Texas' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 15, 2021

PATTILLO, BROWN & HILL, L.L.P.
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO THE PASSENGER FACILITY CHARGE PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE

Honorable County Judge and
Commissioners' Court
Jefferson County, Texas

Compliance

We have audited the compliance of Jefferson County, Texas with the compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (Guide), for its passenger facility charge program for the year ended September 30, 2020. Compliance with the requirements of laws and regulations applicable to its passenger facility charge program is the responsibility of Jefferson County, Texas' management. Our responsibility is to express an opinion on Jefferson County, Texas' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Guide. Those standards and the Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the passenger facility charge program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on Jefferson County, Texas' compliance with those requirements.

In our opinion, Jefferson County, Texas, complied, in all material respects, with the requirements referred to above that are applicable to its passenger facility charge program for the year ended September 30, 2020.

Internal Control Over Compliance

The management of Jefferson County, Texas is responsible for establishing and maintaining effective internal control over compliance with requirements of laws and regulations applicable to the passenger facility charge program. In planning and performing our audit, we considered Jefferson County, Texas' internal control over compliance with requirements that could have direct and material effect on its passenger facility charge program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Guide.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws and regulations that would be material in relation to the passenger facility charge program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

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Schedule of Expenditures of Passenger Facility Charges

We have audited the financial statements of Jefferson County, Texas as of and for the year ended September 30, 2020, and have issued our report thereon date March 15, 2021. Our audit was performed for the purpose of forming an opinion on the financial statements taken as a whole. The accompanying Schedule of Expenditures of Passenger Facility Charges is presented for purposes of additional analysis as specified by the Guide and is not a required part of the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

This report is intended solely for the information and use of the Commissioners' Court, management and the Federal Aviation Administration and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 15, 2021

JEFFERSON COUNTY, TEXAS

PASSENGER FACILITY CHARGES AUDIT SUMMARY

YEAR ENDED SEPTEMBER 30, 2020

1.	Type of report issued on PFC financial statements	✓	Unqualified	___	Qualified
2.	Type of report on PFC compliance	✓	Unqualified	___	Qualified
3.	Quarterly Revenue and Disbursements reconcile with submitted quarterly reports.	✓	Yes	___	No
4.	PFC Revenue and Interest is accurately reported on FAA Form 5100-127.	✓	Yes	___	No
5.	The Public Agency maintains a separate financial accounting record for each application.	✓	Yes	___	No
6.	Funds disbursed were for PFC eligible items as identified in the FAA Decision to pay only for the allowable costs of the projects.	✓	Yes	___	No
7.	Monthly carrier receipts were reconciled with quarterly carrier reports.	✓	Yes	___	No
8.	PFC revenues were maintained in a separate interest-bearing capital account or commingled only with other interest-bearing airport capital funds.	✓	Yes	___	No
9.	Serving carriers were notified of PFC program actions/changes approved by the FAA.	✓	Yes	___	No
10.	Quarterly Reports were transmitted (or available via website) to remitting carriers.	✓	Yes	___	No
11.	The Public Agency is in compliance with Assurances 5, 6, 7 and 8.	✓	Yes	___	No
12.	Project administration is carried out in accordance with Assurance 10.	✓	Yes	___	No
13.	For those public agencies with excess revenue, a plan for the use of this revenue has been submitted to the FAA for review and concurrence.	___	Yes	___	No
		✓	N/A		

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED SEPTEMBER 30, 2020

Findings and Questioned Costs

None

JEFFERSON COUNTY, TEXAS

REVENUE AND DISBURSEMENT SCHEDULE
OF PASSENGER FACILITY CHARGES

YEAR ENDED SEPTEMBER 30, 2020

	Fiscal Year 2019 Program Total	Quarter 1 October - December	Quarter 2 January - March	Quarter 3 April - June	Quarter 4 July - September	Fiscal Year 2020 Total	Fiscal Year 2020 Program Total
Revenue							
Passenger Facility Collections	$ 1,472,709	$ 23,102	$ 38,362	$ 19,834	$ 9,295	$ 90,593	$ 1,563,302
Interest	26,622	2,470	1,759	897	116	5,242	31,864
	1,499,331	25,572	40,121	20,731	9,411	95,835	1,595,166
Application 07-06-C-00-CBPT							
I - Airfield Equipment	36,317	-	-	-	-	-	36,317
II - Apron "F" Rehabilitation	28,746	-	-	-	-	-	28,746
III - Airfield Pavement Joint Rehab	9,458	-	-	-	-	-	9,458
IV - Runway 12/30 Rehab	14,751	-	-	-	-	-	14,751
V - Airfield Drianage Improvements	9,228	-	-	-	-	-	9,228
VI - Airfield Electrical Upgrades	-	-	-	-	-	-	-
VII - Administrative Costs	25,675	-	-	-	-	-	25,675
VIII - Pavement Maintenance Plan	5,717	-	-	-	-	-	5,717
	129,892	-	-	-	-	-	129,892
Application 11-07-C-00-CBPT							
I - Planning - Road, WHA, Geom	16,537	-	-	-	-	-	16,537
II - Apron Rehab - Phase I	29,528	-	-	-	-	-	29,528
III - Airfield Sweeper	10,431	-	-	-	-	-	10,431
V - Airfield Pavement Marking	205,368	-	-	-	-	-	205,368
VI - AOA Security Improvement	44,713	-	-	-	-	-	44,713
VII - Apron Rehab - Phase II	129,484	-	-	-	-	-	129,484
VIII - Administrative Costs	29,828	-	-	-	-	-	29,828
	465,889	-	-	-	-	-	465,889
Application 18-08-C-00-BPT							
I - Runway 12-30 Design and Recon	-	55,274	-	321,478	-	376,752	376,752
II - 2015 PFC Application and Admin Cost	19,000	-	-	-	-	-	19,000
III - Taxiway D- Design and Recon	76,459	186,165	-	-	-	186,165	262,624
IV - Update Airport Master Plan	15,900	-	-	-	-	-	15,900
V - Runway Safety Area	16,391	-	-	-	-	-	16,391
VI - Runway 16-34 Rehab	31,267	-	-	-	-	-	31,267
VII - ARFF Equipment	22,698	-	-	-	-	-	22,698
	181,715	241,439	-	321,478	-	562,917	744,632
Total Disbursements	777,496	241,439	-	321,478	-	562,917	1,340,413
Excess (Deficiency)	$ 721,835	$(215,867)	$ 40,121	$(300,747)	$ 9,411	$(467,082)	$ 254,753

See accompanying note to Schedule of Expenditures of Passenger Facility Charges.

JEFFERSON COUNTY, TEXAS

NOTE TO SCHEDULE OF EXPENDITURES
OF PASSENGER FACILITY CHARGES

YEAR ENDED SEPTEMBER 30, 2020

BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Passenger Facility Charges includes the Passenger Facility Charge (PFC) activity of the Southeast Texas Regional Airport of Jefferson County, Texas, (the County). The information in this schedule is presented in accordance with the requirements of 14 Code of Federal Regulations Part 158.67 and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The County reports expenditures on the Schedule of Expenditures of Passenger Facility Charges collected and expended as reimbursements (to the extent of PFC's actually collected) of costs incurred by the County during the current and prior fiscal years.

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

For Fiscal Year
September 30, 2020

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

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SEPTEMBER 30, 2020

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable County Judge and
Commissioners Court
Jefferson County, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 15, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 15, 2021

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL AND STATE PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

The Honorable County Judge and
Commissioners' Court
Jefferson County, Texas

Report on Compliance for Each Major Federal and State Program

We have audited Jefferson County, Texas' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Jefferson County, Texas' major federal and state programs for the year ended September 30, 2020. Jefferson County, Texas' major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Jefferson County, Texas' major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the audit requirements of the State of Texas *Uniform Grant Management Standards* ("UGMS"). Those standards, the Uniform Guidance, and UGMS require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal and state program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state programs. However, our audit does not provide a legal determination of Jefferson County, Texas' compliance.

Opinion on Each Major Federal and State Program

In our opinion, Jefferson County, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2020.

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Report on Internal Control over Compliance

Management of Jefferson County, Texas' is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Jefferson County, Texas' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and UGMS, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal and State Awards Required by OMB Compliance Supplement and the State of Texas Uniform Grant Management Standards

We have audited the financial statements of Jefferson County, Texas as of and for the year ended September 30, 2020, and have issued our report thereon dated March 15, 2021 which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements as a whole. The accompanying schedule of expenditures of federal and state awards is presented for purposes of additional analysis as required by OMB Compliance Supplement and UGMS and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal and state awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 15, 2021

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Grantor/Pass-through Grantor/ Program Title	CFDA Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
FEDERAL PROGRAMS				
U.S. Department of Agriculture				
Passed through the Texas Department of Agriculture:				
Summer Food Service Program	10.559	806780706	$ 3,247	$ -
Total Passed through the Texas Department of Agriculture			3,247	-
Total U.S. Department of Agriculture			3,247	-
U.S. Department of Housing and Urban Development				
Passed through the Texas General Land Office:				
Cheek Step Sewer Improvement #6	14.228	TDCP - 7218240	5,000	-
Cheek Step Sewer Improvement #5	14.228	TDCP - 7218240	2,000	-
Community Development Block Grant/States Program - Harvey	14.228	20-065-121-C408	18,702	-
Total Passed through the Texas General Land Office			25,702	-
Total U.S. Department of Housing and Urban Development			25,702	-
U.S. Department of the Interior				
Direct Programs:				
GoMESA	15.435	N/A	357,718	-
Total Direct Programs			357,718	-
Total U.S. Department of the Interior			357,718	-
U.S. Department of Justice				
Passed through the Office of the Governor, Criminal Justice Division:				
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-09	92,467	-
Violence Against Women Formula Grants	16.588	13466-22	71,214	-
Violence Against Women Formula Grants	16.588	13466-23	9,405	-
Total Passed through the Office of the Governor, Criminal Justice Division			173,086	-
Passed through the City of Beaumont:				
Edward Byrne Memorial Formula Grant Program	16.738	2019DJBX0566	16,545	-
Total Passed through the City of Beaumont			16,545	-
Direct Programs:				
Coronavirus Emergency Supplemental Funding	16.034	2020VDBX0517	58,008	-
Coronavirus Emergency Supplemental Funding	16.034	4151201	128,636	-
Subtotal CFDA 16.034			186,644	-
State Criminal Alien Assistance Program (SCAAP)	16.606	2020APBX1029	32,058	-
Coverdell Forensic Science Improvement	16.742	34195-03	55,285	-
Equitable Sharing Funds	16.922	N/A	412,125	-
Total Direct Programs			686,112	-
Total U.S. Department of Justice			875,743	-

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Grantor/Pass-through Grantor/ Program Title	CFDA Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
U.S. Department of Transportation				
Passed through Federal Aviation Administration:				
Airport Improvement Program - COVID 19	20.106	3-48-0018-037-2020	$ 1,104,663	$ -
Taxiway Alpha Rehabilitation & Reallignment	20.106	3-48-0018-035-2020	3,838	-
Airport Master Plan Update	20.106	3-48-0018-036-2020	7,502	-
Rehabilitate Taxiway Delta (Phase IV)	20.106	3-48-0018-033-2017	11,175	-
Total Passed through Federal Aviation Administration			1,127,178	-
Passed through the Texas Department of Transportation:				
Step Impaired Driver Mobilization	20.600	2020-Jeffersoncoso-S-1YG-00067	3,886	-
Total Passed Through the Texas Department of Transportation			3,886	-
Total U.S. Department of Transportation			1,131,064	-
U.S. Department Of Treasury				
Direct Program				
Equitable Sharing Funds	21.016	N/A	487	-
Total Direct Programs			487	-
Passed through Texas Department of Emergency Management:				
Coronavirus Relief Fund - COVID-19	21.019	N/A	1,548,140	-
Total Passed through Texas Department of Emergency Management			1,548,140	-
Total U.S. Department Of Treasury			1,548,627	-
U.S. Election Assistance Commission				
Passed Through Texas Secretary of State				
HAVA Cares Act	90.404	TX20101CARES-123	41,354	-
HAVA Cares Act - Election Security	90.404	TX20101CARES-123	37,119	-
Total Passed Through Texas Secretary of State			78,473	-
Total U.S. Election Assistance Commission			78,473	-
U.S. Department of Health & Human Services				
Passed Through Texas Department of Family & Protective Services:				
Child Welfare Services	93.658	HHS000285000032	9,637	-
Legal Services	93.658	HHS000285100022	64,196	-
Total Passed Through Texas Department of Family & Protective Services:			73,833	-
Total U.S. Department of Health & Human Services			73,833	-

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Grantor/Pass-through Grantor/ Program Title	CFDA Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
U.S. Department of Homeland Security				
Direct programs:				
2018 Port Security Grant	97.056	EMW-2018-PU-00313	$ 65,944	$ -
2017 Port Security Grant	97.056	EMW-2017-PU-00103	586,087	-
Total Direct Programs			652,031	-
Passed Through Texas Department of Emergency Management:				
Disaster Grants - Public Assistance - Hurricane Harvey	97.036	FEMA-4332-DR-Hurricane Harvey	701,421	-
Emergency Management Performance Grant	97.042	20TX-EMPG-0389	34,584	-
Homeland Security Grant Program - LETPA Sustaining	97.067	38223-01	14,202	-
Total Passed Through Texas Department of Emergency Management			750,207	-
Total U.S. Department of Homeland Security			1,402,238	-
Total Expenditures of Federal Awards			$ 5,496,645	$ -

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Grantor/Pass-through Grantor/ Program Title	CFDA Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
STATE PROGRAMS				
Texas Department of Motor Vehicles				
Motor Vehicle Salvage/Theft Reduction Program		608-20-1230100	$ 63,409	$ -
Motor Vehicle Salvage/Theft Reduction Program		608-21-1230100	5,812	-
Total Department of Motor Vehicles			69,221	-
Texas Department of Transportation				
Routine Airport Maintenance Grant		M2020BMPT	50,000	-
Total Department of Transportation			50,000	-
Texas Department of Criminal Justice				
Family Treatment Drug Court		18690-15	2,593	-
Family Treatment Drug Court		18690-14	32,818	-
Drug Court		16045-19	2,915	-
Drug Court		16045-18	53,890	-
Total Department of Criminal Justice			92,216	-
Texas Indigent Defense Commission				
Indigent Defense Formula Grant FY 20		N/A	168,918	-
Indigent Defense Specific Case reimbursement		N/A	9,577	-
Total Indigent Defense Commission			178,495	-
Office of the Governor				
District Attorney's Office Special Crimes Unit		381050-01	251,872	-
TDEM - Hurricane Harvey		PA-06-TX-4332	143,551	-
National Incident-Based Reporting System		37380-01	81,840	-
Total Office of the Governor, Criminal Justice Division			477,263	-
Texas Attorney General's Office				
SAVNS		2003622	30,170	
Crime Victims Compensation Fund - Sexual Assault Exam		N/A	190	-
Total Texas Attorney General's Office			30,360	-
Texas Historic Courthouse Preservation				
Texas Historic Courthouse Prevervation		N/A	45,000	-
Total Texas Historic Courthouse Preservation			45,000	-
Total Expenditures of State Awards			$ 942,555	$ -
Total Expenditures of Federal and State Awards			$ 6,439,200	$ -

JEFFERSON COUNTY, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF
FEDERAL AND STATE AWARDS

SEPTEMBER 30, 2020

1. The County utilizes the fund types specified in the Resource Guide.

Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Capital Projects Funds are used to account for all resources used for the acquisition or construction of capital facilities. Federal and state financial assistance generally is accounted for in a Special Revenue Fund, Capital Projects Funds, Enterprise Funds or the General Fund. GASB Statement No. 54 allows grants used for the construction or acquisition of capital assets to be accounted for in the Capital Projects Funds. Generally, used balances are returned to the grantor at the close of specified project periods.

2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and private purpose trust fund types are accounted for using a current financial resources measurement focus. Most federal and state grant funds were accounted for in the Special Revenue Funds, Capital Projects Funds, or the General Fund, components of the governmental fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental funds, the private purpose trust funds, and agency funds. This basis of accounting recognizes revenue in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. The County also accounts for grants in its enterprise funds. The accrual basis of accounting is used for enterprise funds.

Federal and state grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as unearned revenues until earned.

3. The period of availability for federal and state grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal or state project period, extended 30 days beyond the federal or state project period ending date, in accordance with provisions in Section H.

4. The County did not elect to apply the 10% de minimis indirect cost rate.

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Summary of Auditor's Results

Financial Statements:	
Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None
Federal Awards:	
Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of Uniform Guidance?	None
Identification of major programs:	

CFDA Number(s)	Name of Federal / State Program or Cluster:
20.019	Coronavirus Relief Fund
97.036	Disaster Grants - Public Assistance
N/A	Indigent Defense
N/A	DA Special Crimes Unit
N/A	TDEM - Hurricane Harvey

Dollar threshold used to distinguish between type A and type B federal programs	$750,000
Dollar threshold used to distinguish between type A and type B state programs	$300,000
Auditee qualified as low-risk auditee? for federal single audit?	Yes
Auditee qualified as low-risk auditee? for state single audit?	No

Findings Relating to the Financial Statements Which Are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal and State Awards

None

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST – 7TH FLOOR
BEAUMONT, TEXAS 77701

SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

None

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JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending February 28, 2021

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

March 19, 2021

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Vernon Pierce
Commissioner Darrell Bush
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of February 28, 2021 together with the results of operations of the budget for the fifth period then ended.

Revenue:

Total budgeted revenue collected for the five months ending February 28, 2021 is $98,988,222. Budgeted Revenues are $129,016,051 leaving $30,027,829 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $84,695,474 for the first five months of the year. This amount represents 94.9% of the budgeted amount of $89,216,753.

Sales Taxes:

Thirty-six percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $25,650,000.

Licenses & Permits:

Revenue from Licenses & Permits have exceeded the budgeted amount of $446,500 by $3,574.

Intergovernmental:

Twenty-two percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,195,873.

Fees:

Thirty-six percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be $10,690,325 for the year.

Fines and Forfeitures:

Thirty percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,475,000.

Interest:

Seventeen percent of revenue from Interest have been collected. Revenues from Interest are budgeted to be $314,600.

Other Revenues:

Nothing of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be $27,000 for the year.

Expenditures:

Overall for the County's budgeted funds, forty percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be $141,091,368, which includes General Funds and debt service funds, excluding budgeted transfers of $2,801,938 for the fiscal year ending September 30, 2021.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING FEBRUARY 28, 2021
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending February 28, 2021

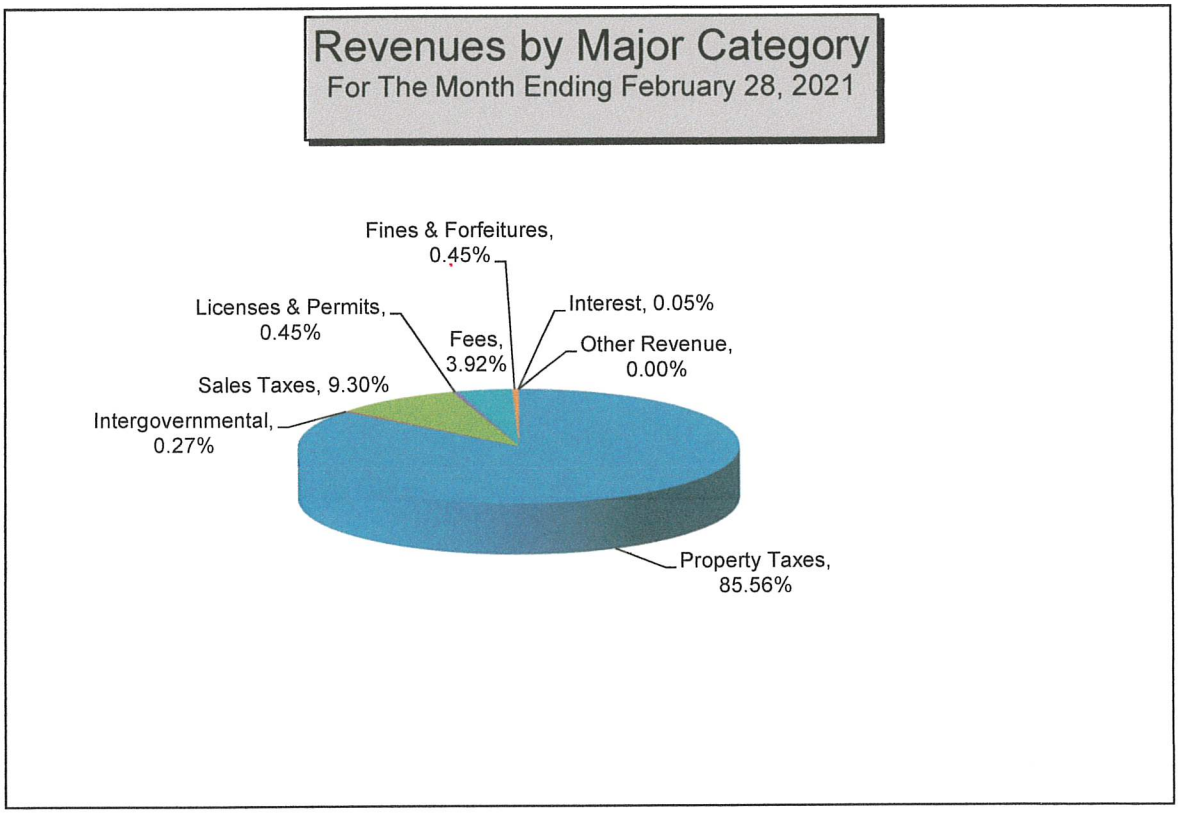
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 103,113,913	24,735,987	7,710,832	5,117,976	198,032	2,362,575	$ 143,239,315
Receivables & Prepaids	5,492,435	1,632	-	328,770	156,156	-	5,978,993
Intergovernmental Receivables	4,522,056	-	-	-	-	-	4,522,056
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	698,746	271,878	-	-	91,195	-	1,061,819
Other Assets	-	-	-	-	78,422,706	-	78,422,706
Total Assets	$ 113,977,150	$ 25,009,497	$ 7,710,832	$ 5,446,746	$ 78,868,089	$ 2,362,575	$ 233,374,889
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 5,563,622	704,984	-	-	1,079,349	2,804,489	$ 10,152,444
Intergovernmental Payables	360	(2)	-	-	(9)	-	349
Other Liabilities	9,078,973	633,471	-	313,486	890,926	-	10,916,856
Fund Balance/Equity	99,334,195	23,671,044	7,710,832	5,133,260	76,897,823	(441,914)	212,305,240
Total Liabilities and Fund Balance/Equity	$ 113,977,150	$ 25,009,497	$ 7,710,832	$ 5,446,746	$ 78,868,089	$ 2,362,575	$ 233,374,889

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending February 28, 2021

	1/31/2021	Month Ending February 28, 2021				2/28/2021
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 423,396	$ 115,041	$ 16,792	$ -	$ -	$ 521,645
Road & Bridge Pct. 1	4,677,539	372,661	147,592	-	-	4,902,608
Road & Bridge Pct. 2	894,242	369,514	111,766	-	-	1,151,990
Road & Bridge Pct. 3	147,182	366,432	169,974	-	-	343,640
Road & Bridge Pct. 4	2,967,565	372,971	129,153	-	-	3,211,383
Engineering Fund	355,101	441,165	73,978	-	-	722,288
Parks & Recreation	154,787	6,367	5,577	-	-	155,577
General Fund	58,283,067	35,745,504	10,997,852	(124,781)	-	82,905,938
Mosquito Control Fund	1,447,359	892,378	118,879	-	-	2,220,858
Tobacco Settlement Fund	3,197,755	513	-	-	-	3,198,268
Total General Funds	72,547,993	38,682,546	11,771,563	(124,781)	-	99,334,195
Total Special Revenue Funds	24,169,577	653,767	1,166,411	14,111	-	23,671,044
Total Capital Project Funds	7,730,467	1,225	20,860	-	-	7,710,832
Total Debt Service Funds	2,580,206	2,555,854	2,800	-	-	5,133,260
Total Enterprise Funds	76,861,275	325,556	399,678	110,670	-	76,897,823
Total Internal Service Funds	(194,022)	1,889,165	2,137,057	-	-	(441,914)
Total Balances	$ 183,695,496	$ 44,108,113	$ 15,498,369	$ -	$ -	$ 212,305,240

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending February 28, 2021

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 84,695,474	$ 89,216,753	$ 4,521,279	5.07%
Sales Taxes	9,205,751	25,650,000	16,444,249	64.11%
Licenses & Permits	450,074	446,500	(3,574)	-0.80%
Intergovernmental	266,077	1,195,873	929,796	77.75%
Fees	3,875,557	10,690,325	6,814,768	63.75%
Fines & Forfeitures	443,287	1,475,000	1,031,713	69.95%
Interest	52,002	314,600	262,598	83.47%
Other Revenue	-	27,000	27,000	100.00%
	$ 98,988,222	$ 129,016,051	$ 30,027,829	23.27%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending February 28, 2021

	October 2020 -December	January	February	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund						
Current Taxes	$ 54,021	$ 77,862	$ 110,367	$ 242,250	$ 255,344	$ 13,094
Delinquent Taxes	1,389	368	251	2,008	3,566	1,558
Jury Fees	10,175	4,706	4,423	19,304	55,000	35,696
Other Revenue	3,604	-	-	3,604	100,600	96,996
Road & Bridge Pct. 1						
Current Taxes	152,977	220,486	312,535	685,998	723,077	37,079
Delinquent Taxes	2,562	679	463	3,704	6,577	2,873
Intergovernmental Revenue	-	-	-	-	-	-
Auto Registration Fees	-	78,187	-	78,187	575,000	496,813
Road & Bridge Fees	118,809	30,853	39,744	189,406	475,000	285,594
Sales, Rentals & Services	-	-	-	-	-	-
Fines and Forfeitures	41,746	18,775	19,919	80,440	212,500	132,060
Road & Bridge Pct. 2						
Current Taxes	152,976	220,487	312,535	685,998	723,077	37,079
Delinquent Taxes	2,243	594	405	3,242	5,758	2,516
Intergovernmental Revenue	-	-	-	-	-	-
Auto Registration Fees	-	71,582	-	71,582	575,000	503,418
Road & Bridge Fees	118,809	30,852	38,308	187,969	475,000	287,031
Sales, Rentals & Services	-	-	-	-	-	-
Fines and Forfeitures	38,281	17,216	18,266	73,763	212,500	138,737
Road & Bridge Pct. 3						
Current Taxes	152,977	220,487	312,535	685,999	723,077	37,078
Delinquent Taxes	2,015	534	364	2,913	5,174	2,261
Intergovernmental Revenue	-	-	-	-	-	-
Auto Registration Fees	-	78,188	-	78,188	575,000	496,812
Road & Bridge Fees	118,808	30,853	37,284	186,945	475,000	288,055
Sales, Rentals & Services	(297)	-	23	(274)	-	274
Fines and Forfeitures	34,007	15,293	16,226	65,526	212,500	146,974
Road & Bridge Pct. 4						
Current Taxes	152,977	220,487	312,535	685,999	723,077	37,078
Delinquent Taxes	2,540	673	459	3,672	6,522	2,850
Intergovernmental Revenue	-	-	-	-	8,000	8,000
Auto Registration Fees	-	84,793	-	84,793	575,000	490,207
Road & Bridge Fees	118,809	30,853	39,647	189,309	475,000	285,691
Sales, Rentals & Services	-	650	-	650	-	(650)
Fines and Forfeitures	42,608	19,162	20,330	82,100	212,500	130,400
Other Revenue	-	-	-	-	-	-

Jefferson County, Texas

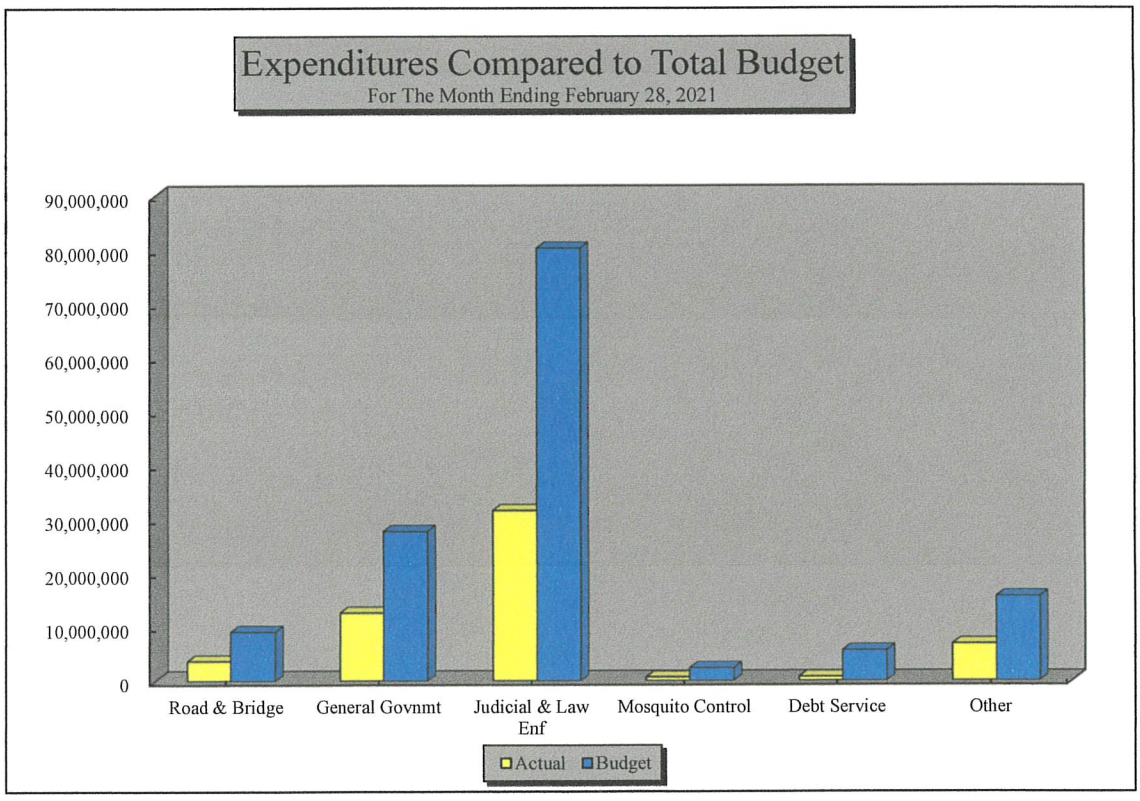
Statement of Revenues - Compared With Budget Allocation

For The Month Ending February 28, 2021

	October 2020 -December	January	February	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund						
Current Taxes	$ 215,596	$ 310,740	$ 440,467	$ 966,803	$ 1,019,059	$ 52,256
Delinquent Taxes	3,866	1,024	698	5,588	9,927	4,339
Licenses and Permits	2,730	300	-	3,030	4,000	970
Sales, Rentals & Services	300	200	-	500	600	100
Parks & Recreation						
Current Taxes	2,322	3,347	4,744	10,413	10,975	562
Delinquent Taxes	270	71	49	390	694	304
Sales, Rentals & Services	24,244	3,914	1,574	29,732	70,060	40,328
General Fund						
Current Taxes	16,205,143	23,356,645	33,107,469	72,669,257	76,397,481	3,728,224
Delinquent Taxes	306,250	81,132	55,307	442,689	786,276	343,587
Sales Taxes	3,401,703	2,552,149	3,251,899	9,205,751	25,650,000	16,444,249
Other Taxes	-	-	-	-	27,000	27,000
Licenses and Permits	385,804	30,228	31,012	447,044	442,500	(4,544)
Intergovernmental Revenue	128,876	117,247	16,350	262,473	1,087,273	824,800
Fees of Office	838,013	266,735	293,937	1,398,685	4,059,800	2,661,115
Other Sales, Rentals & Svcs.	1,215,482	1,174,107	(1,029,008)	1,360,581	2,304,865	944,284
Fines & Forfeitures	78,753	60,344	2,361	141,458	625,000	483,542
Interest	8,717	22,686	16,177	47,580	300,000	252,420
Other Revenue	-	-	-	-	-	-
Mosquito Control Fund						
Current Taxes	436,082	628,530	890,926	1,955,538	2,061,236	105,698
Delinquent Taxes	8,042	2,130	1,452	11,624	20,647	9,023
Sales, Rentals & Services	-	-	-	-	-	-
Tobacco Settlement Fund						
Interest	1,060	972	513	2,545	8,400	5,855
Debt Service						
Current Taxes	1,248,492	1,799,468	2,550,703	5,598,663	5,680,350	81,687
Delinquent Taxes	22,454	5,942	4,330	32,726	54,859	22,133
Interest	276	780	821	1,877	6,200	4,323
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-
Total	$ 25,856,511	$ 31,893,311	$ 41,238,400	$ 98,988,222	$ 129,016,051	$ 30,027,829

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 42% of Budget Expended
For The Month Ending February 28, 2021

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 110,277	$ 669,286	$ 559,009	83.52%
Road & Bridge Funds	3,218,239	7,832,911	4,614,672	58.91%
Engineering Fund	428,616	1,138,199	709,583	62.34%
Parks & Recreation Fund	59,304	219,972	160,668	73.04%
General Fund:				
General Government	12,702,429	27,854,030	15,151,601	54.40%
Judicial	7,734,623	20,525,455	12,790,832	62.32%
Law Enforcement	23,856,574	59,054,350	35,197,776	59.60%
Education	155,358	443,355	287,997	64.96%
Health & Welfare	3,867,350	9,094,538	5,227,188	57.48%
Maintenance	1,767,307	4,119,413	2,352,106	57.10%
Other	898,312	1,900,950	1,002,638	52.74%
Mosquito Control Fund	670,546	2,358,559	1,688,013	71.57%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	705,100	5,680,350	4,975,250	87.59%
	$ 56,374,035	$ 141,091,368	$ 84,717,333	60.04%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending February 28, 2021

	October 2020 December	January	February	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 65,070	$ 17,187	$ 16,792	$ 11,228	$ 110,277	$ 669,286	$ 559,009
Road & Brdg Pct. 1	311,148	95,039	147,592	186,291	740,070	1,752,134	1,012,064
Road & Brdg Pct. 2	359,745	35,702	111,766	232,055	739,268	1,928,480	1,189,212
Road & Brdg Pct. 3	435,740	114,717	169,974	123,582	844,013	1,987,166	1,143,153
Road & Brdg Pct. 4	471,937	113,748	129,153	180,050	894,888	2,165,131	1,270,243
Engineering	246,967	71,822	73,978	35,849	428,616	1,138,199	709,583
Parks & Recreation	28,720	8,258	5,577	16,749	59,304	219,972	160,668
Tax Assessor/Coll.	1,162,347	303,722	298,210	9,608	1,773,887	4,418,993	2,645,106
Human Resources	118,783	31,603	35,449	2,769	188,604	493,126	304,522
County Auditor	524,092	60,586	116,956	344	701,978	1,652,662	950,684
County Clerk	552,542	161,573	170,219	5,039	889,373	2,462,620	1,573,247
County Judge	250,936	72,561	66,551	118	390,166	997,670	607,504
Risk Management	76,166	22,520	24,258	-	122,944	287,481	164,537
County Treasurer	106,923	31,081	30,701	301	169,006	417,682	248,676
Printing Department	30,018	8,358	9,303	15,516	63,195	157,296	94,101
Purchasing Department	163,469	45,410	43,935	12,962	265,776	624,671	358,895
General Services	3,129,255	937,956	1,849,047	132,454	6,048,712	12,207,582	6,158,870
MIS	1,232,912	258,381	147,477	41,580	1,680,350	3,049,691	1,369,341
Voter's Registration	34,346	4,371	6,913	-	45,630	146,207	100,577
Elections	211,970	89,959	36,187	24,692	362,808	938,349	575,541
District Attorney	1,784,065	512,933	511,386	17,619	2,826,003	7,366,140	4,540,137
District Clerk	557,449	162,308	167,156	10,547	897,460	2,152,164	1,254,704
Criminal Dist. Court	312,577	102,781	104,807	196	520,361	1,586,847	1,066,486
58th Dist. Court	80,245	22,870	24,187	338	127,640	323,835	196,195
60th Dist. Court	86,315	36,493	25,231	807	148,846	344,388	195,542
136th Dist. Court	84,573	24,235	24,299	45	133,152	331,553	198,401
172nd Dist. Court	82,250	24,524	23,945	334	131,053	322,708	191,655
252nd Dist. Court	199,767	71,860	79,899	112	351,638	1,186,794	835,156
279th Dist. Court	92,046	33,067	32,184	108	157,405	447,839	290,434
317th Dist. Court	204,476	58,225	56,450	205	319,356	840,409	521,053
J.P. Pct. 1 Pl 1	105,760	29,415	29,487	71	164,733	422,601	257,868
J.P. Pct. 1 Pl 2	105,630	31,579	30,913	419	168,541	416,201	247,660
J.P. Pct. 2	82,670	23,999	23,524	264	130,457	376,593	246,136
J.P. Pct. 4	106,672	30,056	30,450	75	167,253	419,328	252,075
J.P. Pct. 6	107,092	31,280	31,635	518	170,525	416,782	246,257
J.P. Pct. 7	102,059	29,367	30,355	75	161,856	412,638	250,782
J.P. Pct. 8	96,483	27,780	27,709	301	152,273	406,177	253,904
Cnty. Court at Law 1	138,069	39,810	40,304	-	218,183	533,944	315,761
Cnty. Court at Law 2	161,261	45,135	45,298	402	252,096	646,338	394,242
Cnty. Court at Law 3	202,195	55,909	58,055	877	317,036	805,892	488,856
Court Master	74,703	22,846	22,833	190	120,572	481,726	361,154

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending February 28, 2021

	October 2020 December	January	February	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 59,868	$ 17,521	$ 18,741	$ 2,054	$ 98,184	$ 284,558	$ 186,374
Comm. Supervision	2,087	2,856	124	-	5,067	15,878	10,811
Sheriff's Dept.	3,809,215	1,124,379	1,095,395	279,603	6,308,592	15,639,445	9,330,853
Crime Lab	367,657	95,997	98,841	5,445	567,940	1,556,589	988,649
Jail	7,955,029	2,424,888	2,411,837	817,694	13,609,448	33,035,720	19,426,272
Juvenile Probation	380,427	109,156	108,642	3,660	601,885	1,714,299	1,112,414
Juvenile Detention	494,648	154,150	149,668	116,843	915,309	2,376,954	1,461,645
Constable Pct. 1	217,090	63,895	60,169	39,282	380,436	901,447	521,011
Constable Pct. 2	128,949	36,785	36,626	230	202,590	514,621	312,031
Constable Pct. 4	121,412	34,732	35,982	18,377	210,503	537,441	326,938
Constable Pct. 6	161,617	45,348	40,608	6,703	254,276	630,773	376,497
Constable Pct. 7	131,898	37,930	38,145	30,204	238,177	556,377	318,200
Constable Pct. 8	129,204	37,185	36,913	250	203,552	514,806	311,254
County Morgue	185,204	84,117	89,450	28	358,799	1,060,000	701,201
Agriculture Ext.	95,999	27,325	27,394	4,640	155,358	443,355	287,997
Public Health # 1	311,989	92,753	88,778	4,140	497,660	1,481,209	983,549
Public Health # 2	307,706	92,970	90,703	3,911	495,290	1,382,092	886,802
Nurse Practitioner	93,160	24,108	24,099	12,612	153,979	348,093	194,114
Child Welfare	30,209	16,152	3,632	-	49,993	120,000	70,007
Env. Control	106,383	30,632	28,243	132	165,390	427,925	262,535
Ind. Medical Svcs.	214,561	79,042	1,887,884	232,006	2,413,493	5,086,267	2,672,774
Emergency Mgmt.	58,239	16,579	16,727	-	91,545	248,952	157,407
Beaumont Maintenance	487,907	151,268	180,416	420,867	1,240,458	2,975,816	1,735,358
Port Arthur Maint.	190,443	57,590	60,836	91,828	400,697	888,220	487,523
Mid-County Maint.	53,928	17,482	17,440	37,302	126,152	255,377	129,225
Service Center	200,233	71,814	71,126	422,260	765,433	1,194,560	429,127
Veteran Service	84,335	24,135	24,120	289	132,879	333,392	200,513
Mosquito Control	358,062	182,779	118,879	10,826	670,546	2,358,559	1,688,013
Tobacco Settlement	200,000	-	-	-	200,000	200,000	-
Debt Service Funds	-	702,300	2,800	-	705,100	5,680,350	4,975,250
Contingency	-	-	-	-	-	372,998	372,998
Total	$ 31,216,902	$ 9,756,894	$ 11,774,363	$ 3,625,876	$ 56,374,035	$ 141,091,368	$ 84,717,333

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending February 28, 2021

Issue	Beginning Amount Outstanding	2020-2021 Requirements				2020-2021 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	$ 20,670,000	$ 3,745,000	$ 857,700	$ 3,000	$ 4,605,700	$ -	$ 428,850	$ 1,400	$ 430,250	$ 20,670,000
2019 Certificates of Obligation	14,895,000	525,000	546,650	3,000	1,074,650	-	273,325	1,525	274,850	14,895,000
	$ 35,565,000	$ 4,270,000	$ 1,404,350	$ 6,000	$ 5,680,350	$ -	$ 702,175	$ 2,925	$ 705,100	$ 35,565,000

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending February 28, 2021

Fund		Transfers In		Transfers Out	
120	General Fund	-		611,624	(a)
120	General Fund	-		135,792	(b)
237	Community Corrections Program	-		17,862	(a)
239	Drug Diversion Program	17,862	(a)		
241	Sheriff Department Grants	3,436	(b)		
245	Crime Victim's Clearing	53,619	(b)		
257	Auto Theft Grant	21,842	(b)		
263	VAWA Fund	12,601	(b)		
293	County Clerk HAVA Fund	9,199	(b)		
550	SETEC Fund	611,624	(a)		
849	DA Special Crimes Grant	5,616	(b)		
876	Sheriff-Spindletop Grant	29,479	(b)	-	
		$765,278		$765,278	

(a) Budgeted Transfer
(b) Grant Match

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
RB EVERETT & COMPANY, INC.	479.06	480953	
W.W. GRAINGER, INC.	218.18	480961	
M&D SUPPLY	123.14	480973	
MID-COUNTY ALTERNATOR	125.00	480979	
MUNRO'S	34.10	480980	
NEFF BROS. AUTO SERVICE	450.00	480981	
AT&T	70.94	481001	
TRIANGLE EQUIPMENT CO.	226.54	481014	
CDW COMPUTER CENTERS, INC.	54.87	481025	
VERIZON WIRELESS	75.98	481054	
UNITED STATES POSTAL SERVICE	.43	481057	
UNDERGROUND INC.	1,960.08	481071	
MARTIN PRODUCT SALES LLC	2,077.79	481081	
HLAVINKA EQUIPMENT COMPANY	50.59	481085	
ADVANCE AUTO PARTS	530.24	481113	
SILSBEE FORD INC	579.75	481120	
CINTAS CORPORATION	16.78	481138	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			7,172.47**
ROAD & BRIDGE PCT.#2			
EASTEX RUBBER & GASKET	133.86	480950	
MUNRO'S	20.00	480980	
OFFICE DEPOT	284.99	480983	
RITTER @ HOME	79.02	480990	
SETZER HARDWARE, INC.	1.52	480994	
TAC - TEXAS ASSN. OF COUNTIES	200.00	481005	
TRI-CITY FASTENER & SUPPLY	14.58	481015	
VULCAN MATERIALS CO.	2,725.82	481017	
SHI GOVERNMENT SOLUTIONS, INC.	120.33	481059	
CENTERPOINT ENERGY RESOURCES CORP	407.68	481079	
KNIFE RIVER	276.15	481084	
NEW WAVE WELDING TECHNOLOGY	7.00	481089	
GULF COAST	4,048.80	481152	
DELTA FOREMOST CHEMICAL CORPORATION	499.00	481157	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			8,917.75**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	4,583.68	480936	
AUDILET TRACTOR SALES	112.00	480942	
CERTIFIED LABORATORIES	947.35	480945	
CITY OF PORT ARTHUR - WATER DEPT.	38.00	480948	
FARM & HOME SUPPLY	27.90	480954	
GULF COAST AUTOMOTIVE, INC.	743.56	480963	
ENTERGY	381.63	480965	
METAL-MART	389.61	480978	
MUNRO'S	69.20	480980	
S.E. TEXAS BUILDING SERVICE	43.33	480997	
TIME WARNER COMMUNICATIONS	123.64	481006	
TRI-CITY FASTENER & SUPPLY	42.00	481015	
SOUTHERN TIRE MART, LLC	1,383.66	481019	
HOWARD'S AUTO SUPPLY	85.52	481023	
SUPERIOR SUPPLY & STEEL	345.00	481029	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	481059	
WESTEND HARDWARE CO	44.14	481061	
LOWE'S HOME CENTERS, INC.	213.68	481064	
ON TIME TIRE	195.00	481106	
FELIX AAA AUTO & TRUCK PARTS LLC	960.00	481132	
TRANSIT & LEVEL CLINIC LLC	209.80	481134	
SMITTY'S HAMSHIRE GULF	47.00	481140	
GERALD T PELTIER JR	200.00	481153	
			11,449.28**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	30.08	480933	
CHUCK'S WRECKER SERVICE	490.00	480946	
RB EVERETT & COMPANY, INC.	3,721.41	480953	
GULF COAST SCREW & SUPPLY	16.81	480964	
M&D SUPPLY	50.62	480973	
MUNRO'S	72.95	480980	

NAME	AMOUNT	CHECK NO.	TOTAL
TRIANGLE ENGINE DIST.	42.80	481013	
UNITED STATES POSTAL SERVICE	1.40	481057	
EVERETT D ALFRED	10.30	481069	
O'REILLY AUTO PARTS	283.11	481146	
BEARCOM / KAY ELECTRONICS	117.00	481151	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			4,935.48**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	.43	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	481164	
			275.43**
PARKS & RECREATION			
M&D SUPPLY	50.50	480973	
RITTER @ HOME	193.34	480990	
WESTEND HARDWARE CO	85.41	481061	
LOWE'S HOME CENTERS, INC.	47.04	481064	
VULCAN INC	382.32	481067	
SPRINT WASTE SERVICES LP	378.00	481123	
			1,136.61**
GENERAL FUND			
JEFFERSON CTY. CLERK	1,621.60	480934	
			1,621.60*
TAX OFFICE			
OFFICE DEPOT	1,399.46	480983	
ACE IMAGEWEAR	38.61	480995	
CDW COMPUTER CENTERS, INC.	178.14	481025	
DEPARTMENT OF INFORMATION RESOURCES	.01	481028	
UNITED STATES POSTAL SERVICE	768.06	481057	
ROCHESTER ARMORED CAR CO INC	378.40	481097	
CUMMINS-ALLISON CORP	74.85	481111	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	481164	
			3,233.53*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	7.31	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			106.31*
AUDITOR'S OFFICE			
PATRICK SWAIN	75.00	481003	
UNITED STATES POSTAL SERVICE	18.43	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	481164	
			304.43*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	232.34	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	481164	
			641.34*
COUNTY JUDGE			
ANITA F. PROVO	500.00	480988	
LOU ANNE GARDNER ATTORNEY AT LAW	500.00	481026	
UNITED STATES POSTAL SERVICE	.43	481057	
ROCKY LAWDERMILK	1,350.00	481065	
GRACE NICHOLS	450.00	481091	
HARVEY L WARREN III	2,250.00	481095	
JAN GIROUARD & ASSOCIATES LLC	200.00	481136	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			5,349.43*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.42	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			100.42*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	3.42	481057	

NAME	AMOUNT	CHECK NO.	TOTAL
ACCO BRANDS DIRECT	36.47	481118	
			39.89*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	2,055.77	480984	
			2,055.77*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	606.70	480951	
KIRKSEY'S SPRINT PRINTING	80.00	480971	
UNITED STATES POSTAL SERVICE	3.85	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			789.55*
GENERAL SERVICES			
BOSWORTH PAPER	1,575.00	480943	
CASH ADVANCE ACCOUNT	25.00	480969	
TIME WARNER COMMUNICATIONS	227.59	481008	
ADVANCED STAFFING	97.50	481020	
MCGRIFF, SEIBELS & WILLIAMS OF TX	2,267.00	481068	
CROWN CASTLE INTERNATIONAL	1,639.00	481074	
ROCHESTER ARMORED CAR CO INC	5,765.94	481097	
EMERGENCY POWER SERVICE	1,500.00	481105	
LJA ENGINEERING INC	1,025.16	481107	
			14,122.19*
DATA PROCESSING			
OFFICE DEPOT	58.34	480983	
CDW COMPUTER CENTERS, INC.	549.28	481025	
VERIZON WIRELESS	75.98	481054	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			782.60*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	162.42	481057	
			162.42*
ELECTIONS DEPARTMENT			
LANGUAGE USA INC	480.00	481128	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			579.00*
DISTRICT ATTORNEY			
FED EX	16.29	480955	
OFFICE DEPOT	1,716.98	480983	
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	481011	
UNITED STATES POSTAL SERVICE	121.56	481057	
THOMSON REUTERS-WEST	1,087.07	481117	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	481164	
DIVERSIFIED MEDICAL RECORDS SERVICE	28.00	481170	
			3,827.90*
DISTRICT CLERK			
OFFICE DEPOT	465.60	480983	
UNITED STATES POSTAL SERVICE	308.50	481057	
RICOH USA INC	16.26	481112	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
AERIALINK, LLC	114.69	481167	
			1,004.05*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,190.00	480962	
KEVIN S. LAINE	700.00	481021	
JOHN D WEST	800.00	481031	
UNITED STATES POSTAL SERVICE	10.54	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	481164	
			2,898.54*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	480999	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			128.95*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.43	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			99.43*
136TH DISTRICT COURT			
THOMSON REUTERS-WEST	45.36	481117	
			45.36*
172ND DISTRICT COURT			
CDW COMPUTER CENTERS, INC.	18.80	481025	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			117.80*
252ND DISTRICT COURT			
JOHN D WEST	800.00	481031	
UNITED STATES POSTAL SERVICE	40.56	481057	
SUMMER TANNER	203.70	481083	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			1,143.26*
279TH DISTRICT COURT			
ALISA RAUMAKER, CSR	777.15	480940	
NATHAN REYNOLDS, JR.	100.00	480989	
CHARLES ROJAS	200.00	481027	
UNITED STATES POSTAL SERVICE	.71	481057	
JOEL WEBB VAZQUEZ	200.00	481077	
TONYA CONNELL TOUPS	900.00	481088	
JONATHAN L. STOVALL	900.00	481099	
REALTIME REPORTING SERVICES INC.	1,075.80	481100	
MATUSKA LAW FIRM	100.00	481124	
ALICIA K HALL PLLC	2,175.00	481160	
			6,428.66*
317TH DISTRICT COURT			
ANITA F. PROVO	300.00	480988	
CHARLES ROJAS	900.00	481027	
JOEL WEBB VAZQUEZ	300.00	481077	
TONYA CONNELL TOUPS	150.00	481088	
PATRICIA VELASCO	2,505.42	481133	
ALICIA K HALL PLLC	150.00	481160	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			4,404.42*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	57.64	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			156.64*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	18.40	481057	
			18.40*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	24.28	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			123.28*
JUSTICE COURT-PCT 7			
AT&T	35.47	481002	
DEPARTMENT OF INFORMATION RESOURCES	.18	481028	
STACEY VIDRINE	39.05	481125	
			74.70*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			99.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.86	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			99.86*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
TODD W LEBLANC	400.00	480935	
DAVID GROVE	500.00	480937	
EDWARD B. GRIPON, M.D., P.A.	595.00	480962	
OFFICE DEPOT	87.87	480983	
JOHN D WEST	250.00	481031	
UNITED STATES POSTAL SERVICE	9.84	481057	
THE SAMUEL FIRM, PLLC	250.00	481149	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			2,191.71*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	250.00	480944	
UNITED STATES POSTAL SERVICE	11.56	481057	
LANGSTON ADAMS	400.00	481066	
JOEL WEBB VAZQUEZ	650.00	481077	
			1,311.56*
COURT MASTER			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			99.00*
MEDIATION CENTER			
MARKET BASKET	202.27	480974	
UNITED STATES POSTAL SERVICE	5.14	481057	
4IMPRINT, INC.	822.12	481060	
			1,029.53*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	481164	
			396.00*
SHERIFF'S DEPARTMENT			
TEEX	200.00	480939	
EQUINE MEDICINE & SURGERY	70.00	480952	
GT DISTRIBUTORS, INC.	110.17	480959	
KIRKSEY'S SPRINT PRINTING	24.95	480971	
MCNEILL INSURANCE AGENCY	71.00	480977	
OFFICE DEPOT	283.76	480983	
SAM'S WESTERN WEAR, INC.	113.83	480992	
SANITARY SUPPLY, INC.	33.80	480993	
DEPARTMENT OF INFORMATION RESOURCES	537.62	481028	
VERIZON WIRELESS	3,381.13	481053	
UNITED STATES POSTAL SERVICE	517.24	481057	
BEAUMONT OCCUPATIONAL SERVICE, INC.	209.70	481062	
STANLEY SHIPPER	54.95	481072	
RITA HURT	1,650.00	481104	
SILSBEE FORD INC	29,229.70	481120	
GALLS LLC	259.50	481127	
3L PRINTING COMPANY	75.00	481135	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	50.00	481137	
TND WORKWEAR CO LLC	54.00	481142	
THE MONOGRAM SHOP	3.00	481143	
NEIGHBORHOOD VETERINARY CENTERS	277.26	481154	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	481164	
			37,701.61*
CRIME LABORATORY			
FED EX	309.36	480957	
OFFICE DEPOT	275.08	480983	
SANITARY SUPPLY, INC.	103.46	480993	
THERMAL SCIENTIFIC, INC.	200.00	481012	
VERIZON WIRELESS	75.98	481053	
LIPOMED	190.20	481096	
ALDINGER COMPANY	652.50	481115	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			1,905.58*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	20,341.97	480947	
JACK BROOKS REGIONAL AIRPORT	984.66	480968	
DEPARTMENT OF INFORMATION RESOURCES	16.11	481028	
WORLD FUEL SERVICES	3,929.44	481094	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	481164	
			26,090.18*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
EDWARD B. GRIPON, M.D., P.A.	450.00	480962	
DEPARTMENT OF INFORMATION RESOURCES	.27	481028	
VERIZON WIRELESS	53.79	481054	
UNITED STATES POSTAL SERVICE	8.50	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	481164	
			809.56*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	3,784.79	480947	
CLEAN HARBORS ENVIROMENTAL SERVICES	78.06	481070	
CENTERPOINT ENERGY RESOURCES CORP	1,054.25	481079	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
VEQUAL ROBERTS	400.00	481169	
			5,416.10*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	481054	
UNITED STATES POSTAL SERVICE	46.38	481057	
GALLS LLC	45.00	481127	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			418.32*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	481054	
			113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	481054	
LAKE COUNTRY CHEVROLET, INC.	18,356.20	481145	
			18,470.17*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	481054	
UNITED STATES POSTAL SERVICE	8.51	481057	
			122.48*
CONSTABLE PCT. 7			
AT&T	35.47	481001	
DEPARTMENT OF INFORMATION RESOURCES	.05	481028	
VERIZON WIRELESS	113.97	481054	
			149.49*
CONSTABLE PCT. 8			
OFFICE DEPOT	54.20	480983	
VERIZON WIRELESS	113.97	481054	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			267.17*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	481164	
			211.00*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	2,200.00	480949	
PETTY CASH - N C WELFARE	60.50	480986	
UNITED STATES POSTAL SERVICE	48.76	481057	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	481164	
EZEA D EDE MD	2,932.58	481165	
			5,439.84*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	3,000.00	480960	
LEVINGSTON FUNERAL HOME	1,500.00	480972	
AT&T	35.47	481001	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	481164	
EZEA D EDE MD	2,932.58	481165	
			7,666.05*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	480938	
			1,000.00*
CHILD WELFARE UNIT			

NAME	AMOUNT	CHECK NO.	TOTAL
PUBLICDATA.COM.AI	500.00	481058	
BEAUMONT OCCUPATIONAL SERVICE, INC.	243.45	481062	
J.C. PENNEY'S	797.23	481063	
ROSS DRESS FOR LESS, INC.	1,131.67	481082	
			2,672.35*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.13	481028	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			99.13*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.24	481054	
CARDINAL HEALTH 110 INC	39,770.84	481119	
CORLISS R RANDLE	3,600.00	481148	
			43,411.08*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	481053	
VERIZON WIRELESS	150.00	481055	
			300.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	16,493.32	480947	
MCCOWN PAINT & SUPPLY OF TEXAS	212.08	480975	
OVERHEAD DOOR CO.	2,073.00	480985	
SANITARY SUPPLY, INC.	2,026.27	480993	
ACE IMAGEWEAR	203.70	480995	
AT&T	407.43	481001	
AT&T	4,496.17	481002	
DEPARTMENT OF INFORMATION RESOURCES	577.21	481028	
OTIS ELEVATOR COMPANY	2,808.46	481073	
WASTEWATER TRANSPORT SERVICES LLC	500.00	481126	
CINTAS CORPORATION	93.32	481138	
			29,890.96*
MAINTENANCE-PORT ARTHUR			
TIME WARNER COMMUNICATIONS	101.72	481007	
TIME WARNER COMMUNICATIONS	434.91	481010	
DEPARTMENT OF INFORMATION RESOURCES	.14	481028	
KWP TELECOM LLC	340.00	481131	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			975.77*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	41.97	480990	
SANITARY SUPPLY, INC.	886.95	480993	
ACE IMAGEWEAR	72.98	480995	
CENTERPOINT ENERGY RESOURCES CORP	414.48	481079	
			1,416.38*
SERVICE CENTER			
J.K. CHEVROLET CO.	151.05	480967	
KINSEL FORD, INC.	624.29	480970	
MUNRO'S	191.07	480980	
PHILPOTT MOTORS, INC.	488.28	480987	
VIN'S PAINT & BODY, INC.	552.00	481022	
FASTENAL	165.19	481024	
JEFFERSON CTY. TAX OFFICE	7.50	481032	
JEFFERSON CTY. TAX OFFICE	22.00	481033	
JEFFERSON CTY. TAX OFFICE	7.50	481034	
JEFFERSON CTY. TAX OFFICE	7.50	481035	
JEFFERSON CTY. TAX OFFICE	7.50	481036	
JEFFERSON CTY. TAX OFFICE	7.50	481037	
JEFFERSON CTY. TAX OFFICE	7.50	481038	
JEFFERSON CTY. TAX OFFICE	7.50	481039	
JEFFERSON CTY. TAX OFFICE	7.50	481040	
JEFFERSON CTY. TAX OFFICE	7.50	481041	
JEFFERSON CTY. TAX OFFICE	7.50	481042	
JEFFERSON CTY. TAX OFFICE	7.50	481043	
JEFFERSON CTY. TAX OFFICE	7.50	481044	
JEFFERSON CTY. TAX OFFICE	7.50	481045	
JEFFERSON CTY. TAX OFFICE	7.50	481046	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	481047	
JEFFERSON CTY. TAX OFFICE	7.50	481048	
JEFFERSON CTY. TAX OFFICE	7.50	481049	
JEFFERSON CTY. TAX OFFICE	7.50	481050	
JEFFERSON CTY. TAX OFFICE	16.75	481051	
JEFFERSON CTY. TAX OFFICE	7.50	481052	
PETROLEUM SOLUTIONS, INC.	1,564.65	481076	
BUMPER TO BUMPER	200.26	481078	
AMERICAN TIRE DISTRIBUTORS	563.50	481090	
MIGHTY OF SOUTHEAST TEXAS	704.79	481103	
SPANKY'S WRECKER SERVICE INC	150.00	481108	
TEXAS DEPARTMENT OF MOTOR VEHICLES	22.50	481129	
TEXAS DEPARTMENT OF MOTOR VEHICLES	22.50	481130	
CINTAS CORPORATION	80.68	481138	
DENNIS LOWE	63.01	481139	
MIDNIGHT AUTO	119.95	481141	
			5,844.97*
VETERANS SERVICE			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			99.00*
			246,077.69**
MOSQUITO CONTROL FUND			
MUNRO'S	175.43	480980	
FASTENAL	99.34	481024	
DEPARTMENT OF INFORMATION RESOURCES	.06	481028	
CENTERPOINT ENERGY RESOURCES CORP	502.40	481079	
NEW PIG CORPORATION	281.49	481092	
AERO PERFORMANCE	716.16	481122	
			1,774.88**
FEMA EMERGENCY			
S.E. TEXAS BUILDING SERVICE	5,513.86	480997	
JORDYN ROBERTS	427.50	481155	
JORDYN ROBERTS	401.25	481156	
TAMMY LYN SAIN	165.00	481158	
			6,507.61**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	104.85	481062	
MARY BEVIL	20.00	481159	
			124.85**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	235.01	481117	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			334.01**
EMPG GRANT			
SOUTHEAST TEXAS WATER	33.00	481000	
VERIZON WIRELESS	192.75	481053	
VERIZON WIRELESS	142.46	481055	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	481164	
			643.21**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	70.85	481054	
			70.85**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	147.91	481009	
DEPARTMENT OF INFORMATION RESOURCES	.52	481028	
VERIZON WIRELESS	32.89	481054	
UNITED STATES POSTAL SERVICE	88.80	481057	
JCCSC	55.00	481098	
			325.12**
JEFF. CO. WOMEN'S CENTER			
ISI COMMERCIAL REFRIGERATION	105.00	480966	
M&D SUPPLY	40.81	480973	
MARKET BASKET	108.92	480974	
KIM MCKINNEY, LPC, LMFT	375.00	480976	

NAME	AMOUNT	CHECK NO.	TOTAL
SYSCO FOOD SERVICES, INC.	1,713.75	481004	
PETTY CASH - RESTITUTION I	141.65	481018	
TEXAS FIRE & COMMUNICATIONS	427.50	481030	
VERIZON WIRELESS	16.42	481054	
BEN E KEITH FOODS	812.84	481075	
ROCHESTER ARMORED CAR CO INC	123.36	481097	
SAM'S CLUB DIRECT	331.88	481110	
TEXAS WINDSTORM INSURANCE ASSOC	2,269.00	481114	
MATERA PAPER COMPANY INC	729.49	481116	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			7,294.62**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			99.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
			99.00**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	541.03	480983	
			541.03**
COUNTY CLERK - RECORD MGT			
MANATRON	3,632.00	481086	
			3,632.00**
REGIONAL COMM. SAVNS			
DALE ELECTRONICS CORP	4,661.29	481166	
			4,661.29**
CHEEK H2O & SEWER			
LJA ENGINEERING INC	15,000.00	481107	
			15,000.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.98	481054	
			227.98**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	2,868.88	480965	
M&D SUPPLY	34.82	480973	
MUNRO'S	183.64	480980	
SHERWIN-WILLIAMS	56.08	480996	
TRI-CITY COFFEE SERVICE	42.50	481016	
DEPARTMENT OF INFORMATION RESOURCES	1.90	481028	
			3,187.82**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	481164	
			198.00**
CAPITAL PROJECTS FUND			
FITTZ & SHIPMAN, INC.	750.00	480958	
			750.00**
AIRPORT FUND			
TEEX	2,100.00	480939	
FED EX	37.64	480956	
W.W. GRAINGER, INC.	302.94	480961	
MUNRO'S	81.65	480980	
RALPH'S INDUSTRIAL ELECTRONICS	61.29	480991	
SUPERIOR SUPPLY & STEEL	2,900.00	481029	
VERIZON WIRELESS	37.99	481054	
UNITED STATES POSTAL SERVICE	1.53	481057	
WESTEND HARDWARE CO	14.89	481061	
LOWE'S HOME CENTERS, INC.	445.45	481064	
CENTERPOINT ENERGY RESOURCES CORP	1,467.00	481079	
INTERSTATE ALL BATTERY CENTER - BMT	86.40	481093	
ALL INDUSTRIES, INC.	2,800.00	481101	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	49.31	481121	
GALLS LLC	386.80	481127	

NAME	AMOUNT	CHECK NO.	TOTAL
TITAN AVIATION FUELS	68,586.27	481147	
RENEGADE INDUSTRIAL SUPPLY	45.00	481150	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	481164	
JM TEST SYSTEMS, INC	85.00	481168	
			79,588.16**
AIRPORT IMPROVE. GRANTS			
KSA ENGINEERS INC	5,993.90	481161	
			5,993.90**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	98,172.32	481144	
			98,172.32**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	481109	
			1,652.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	15,427.80	481080	
			15,427.80**
D.A.'S FORFEITURED FUNDS			
RITTER @ HOME	138.98	480990	
			138.98**
SHERIFF'S FORFEITURE FUND			
COBAN TECHNOLOGIES INC	2,775.00	481102	
			2,775.00**
EMERGENCY RENTAL ASSIST			
S.E. TEXAS REGIONAL PLANNING	2,000,000.00	480998	
			2,000,000.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	189.97	481054	
			189.97**
MARINE DIVISION			
RICKY ANDERSON	145.00	480941	
JACK BROOKS REGIONAL AIRPORT	521.58	480968	
SETZER HARDWARE, INC.	117.00	480994	
VERIZON WIRELESS	151.96	481053	
BUMPER TO BUMPER	374.05	481078	
THE DINGO GROUP-PETE JORGENSON MARI	4,008.08	481087	
			5,317.67**
SHERIFF-SPINDLETOP GRANT			
SILSBEE FORD INC	729.56	481120	
			729.56**
			2,535,421.34***

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 30th day of March, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, 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 30th day of March, 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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 30th day of March, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

RESOLUTION TO RENEW AND EXTEND THE DISASTER DECLARATION FOR HURRICANE DELTA

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 October 8, 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 devastation created by Hurricane Delta 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 October 8, 2020.

SIGNED this 30th day of Sinegal, 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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 30th day of March, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

RESOLUTION TO EXTEND DISASTER DECLARATION FOR HURRICANE LAURA

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 August 23, 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 devastation created by Hurricane Laura 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 August 23, 2020.

SIGNED this 30th day of March, 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 30th day of March, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

RESOLUTION TO EXTEND DISASTER DECLARATION FOR WINTER STORM

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 February 14, 2021; 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 devastation created by the Winter Storm 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 February 14, 2021.

SIGNED this 30th day of March, 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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 30th day of March, 2021, on motion made by Everette Alfred,

Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of

Precinct No. 2, the following Resolution was adopted:

WHEREAS: Brent A. Weaver has **devoted 29 years** of his life to the service of the citizens of Jefferson County; and,

WHEREAS: Brent Weaver was hired in 1992 as an Drill Instructor at the Jefferson County Probation to assist in creating and implementing a Probationer Boot Camp rehabilitation program and, then hired by then Sheriff Carl Griffith in 1993 as an Corrections Officer at the Jefferson County Sheriff's Office to create and implement an Adult inmate Sheriff Boot Camp rehabilitation program which the program was later recognized by Texas Governor Ann Richards and the Attorney General of the United States as well as other high profile elected officials throughout the State as a model program. In 1994, he was promoted to Sergeant in Corrections. In 1996 he was once again tasked by then Sheriff Griffith to create and implement the Juvenile Boot Camp rehabilitation program resulting from legislation for juvenile justice programs by then Texas Governor George W. Bush. In 1998, Under then Sheriff Mitch Woods, he was transferred to Law Enforcement division where he served in many different positions Dare Officer, Patrol Deputy, Assistant Team Leader on SWAT, Fugitive Warrant Deputy, Commercial rated Pilot for Sheriff's Office, FBI Safe Streets Task Force, Public Information Officer and served as Assistant to the Sheriff and at the end of his career with the Sheriff's Office he graduated from the Federal Bureau of Investigation National Academy Session # 229th session in Quantico, Virginia. During his time at the Sheriff's Office he had numerous specialized training certifications such as but not limited to: TECOLE MASTER PEACE OFFICER, TECOLE Basic Police Instructor, Commercial Pilot License Helicopter Pilot Training and Certification/Rating of FAA, and Advanced Special Weapons and Tactics School; and,

WHEREAS: Brent Weaver, was elected in March of 2010 as Jefferson County Precinct 2 Commissioner where he served the citizens of Precinct 2 with pride and professionalism providing efficient and effective Road, Bridge and Drainage projects for the citizens of Precinct 2. During his tenure as Commissioner he participated in approximately 560 Commissioners court meetings including public hearings and Court workshops, attended numerous community meetings and under his watch and time at Jefferson County he assisted in numerous emergencies and disasters as either a Deputy Sheriff or a Commissioner to name a few- one of the first evacuations for Hurricane Andrew in 1992, Ice storm of 1997, Hurricanes Rita, IKE, Humberto, Harvey, Imelda, Laura, and Delta; and,

WHEREAS: Commissioner Brent Weaver, during his time at Precinct 2 he and his team completed numerous Road, Bridge and drainage projects for the citizens over the past 11 years he oversaw the construction and completion of numerous projects such as but not limited to: built 5 new bridges in precinct 2, approximately 80 miles of road rebuilt not including resurfacing streets for the cities of Port Neches, Groves, Nederland through inter-local agreements, numerous drainage projects in coordination with Drainage District 7 and Drainage District 6 in Precinct 2, Completed Ave. H Road construction project, over the last 11 years the Precinct 2 crews have distributed approximately – 20,554 tons equaling 2,569 -loads per dump truck of Cover stone rock, 3,200 tons Hot mix asphalt- equaling 400 dump truck loads, 491,462 gallons of CRS 2 oil- equaling 420 loads, 4,525 tons of Limestone-equaling 990 loads per dump truck, for approximately completing construction on 71 different county roads for a an approximate total of 80 miles of precinct 2 road projects; and,

WHEREAS, Commissioner Brent Weaver, Established a Precinct 2 mission statement, annual precinct 2 newsletter, precinct 2 informational brochure, and interactive precinct 2 website for citizens, completed and recorded all road data and equipment data computerized, GPS and digitally mapped all roads, bridges, street signs and drainage cross pipes, installed new led traffic lights, updated all street signs and road signs to high reflectivity mandated by law, numerous updated projects at the precinct 2 service center; and,

WHEREAS, Commissioner Brent Weaver, as a part of the team of Commissioners Court he assisted with establishing and enhancing technology for the paperless Commissioners court to improve efficiency, worked to establish commercial air-service at our airport with American airlines via Dallas connection, leased all vacant county buildings near the airport, commercial development at the airport bringing in additional revenue for the county, putting vacant county property back on tax rolls and bringing in additional revenue. Also, maintaining a stable low tax rate that has not been raised in over 13 years as well as a constant conservative precinct 2 operational budget; and,

WHEREAS, Commissioner Brent Weaver, demonstrating a special knowledge and skills with an exceptional work ethic, and maintaining a positive attitude was duly recognized for successful completing his Commissioner Court Advanced Curriculum Program thought Texas Association of Counties; and,

WHEREAS, Brent Weaver, has dedicated his talents and services to help maintain a professional and efficient Road & Bridge Precinct, demonstrated leadership in creating and implementing a vision for County Government and Road & Bridge department which has emphasized proactive and preventive activities and stringent performance standards within his Precinct. He created, developed and implemented digital road, street, signage and drainage mapping road and drainage planning schedule for precinct 2 road maintenance, road mileage statistics, and daily activity reports for precinct projects and production activity for the Precinct and established and constructed a LaBelle-Fannett Pct 2 service center to better serve the citizens who reside in the LaBelle Fannett areas; and,

WHEREAS, Brent Weaver, has served on numerous community boards and earned many community awards such as Mr. Nederland Citizen of the Year for 2012 and the Community Builder Award in 2014 by Nederland Lodge No. 1368, A.F. & A.M.

WHEREAS, Commissioner Brent Weaver, has distinguished himself as a leader that has provided and established knowledge, guidance, procedures and programs to his Road & Bridge Precinct that will be remembered and conveyed to future precinct 2 commissioners to better serve the citizens of Precinct 2; and,

WHEREAS, Brent Weaver will be missed, but we are happy for him as he will have more time to pursue other interests and most importantly time with his family; and,

NOW, THEREFORE BE IT RESOLVED, that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend Brent Weaver for his dedicated service as a valuable employee and Commissioner of Jefferson County and wishes him well in his retirement.

Signed this 30th day of March, 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **March 30, 2021**

Consider, possibly approve, authorize the County Judge to execute, receive and file Antiquities Permit Application with the Texas Historical Commission for installation of video equipment in the Commissioners Courtroom.

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION

Historic Buildings and Structures

GENERAL PROJECT INFORMATION

Please complete the following. See detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures, for additional information.

1. Property Name and Location

NAME OF STATE ANTIQUITIES LANDMARK			
Jefferson County Courthouse			
ADDRESS	CITY	COUNTY	ZIP CODE
1149 Pearl Street	Beaumont	Jefferson	77701

2. Project Name

NAME OR BRIEF DESCRIPTION OF PROJECT WORK
Installation of audio/visual system in Commissioner's Courtroom on the Fourth Floor

3. Applicant (Owner or Controlling Agency)

OWNER/AGENCY	REPRESENTATIVE	TITLE	
Jefferson County, Texas	Jeff Branick, County Judge		
ADDRESS	CITY	STATE	ZIP CODE
1149 Pearl Street, Fourth Floor	Beaumont	Texas	77701
PHONE	EMAIL		
409-835-8466	jbranick@co.jefferson.tx.us		

4. Architect or Other Project Professional

NAME/FIRM	REPRESENTATIVE	TITLE	
Jeff Ross		MIS Director	
ADDRESS	CITY	STATE	ZIP CODE
1149 Pearl Street, Sixth Floor	Beaumont	TX	77701
PHONE	EMAIL		
409-835-8447	ross@co.jefferson.tx.us		

5. Construction Period

PROJECT START DATE	PROJECT END DATE
4/01/2021	6/01/2021

PERMIT CATEGORY

Please select the category that best describes the proposed work. (Pick one.)

- ☐ Preservation
- ☐ Reconstruction
- ☐ Relocation
- ☐ Rehabilitation
- ☐ Architectural Investigation
- ☐ Demolition
- ☐ Restoration
- ☐ Hazard Abatement
- ☒ New Construction

ATTACHMENTS

For all projects, please attach the following:

- ☒ Written description of the proposed project;
- ☒ Project documents (plans, specifications, etc.); and
- ☒ Photographs of the property showing areas of proposed work.

Application reports may be required based on the project work or at the request of Texas Historical Commission staff. Please indicate if the following are provided with your application:

- ☐ Historic Structure Report
- ☐ Architectural Documentation
- ☐ Historical Documentation
- ☐ Archeological Documentation

Antiquities Permit Application for Historic Buildings and Structures, Continued

PROPERTY NAME: Jefferson County Courthouse COUNTY: Jefferson

CERTIFICATIONS

The applicant and project professional must complete, sign, and date the following certifications. The Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties are available through links from the Antiquities Permits page on our website at www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits. Standard permit terms and conditions are listed in the detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures. Special conditions may also be included in a permit. Please contact Texas Historical Commission staff with any questions regarding the Rules, our procedures, and permit requirements prior to signing and submitting a permit application.

Applicant's Certification

I, Jeff Branick, as legal representative of the Applicant, Jefferson County, do certify that I have reviewed and approved the plans and specifications for this project. Furthermore, I understand that failure to conduct the project according to the approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature _____ Date 03/30/2021

Project Professional's Certification

I, Jeff Ross, MIS Director, as legal representative of the Firm, Jefferson County, do certify that I am familiar with the Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Furthermore, I understand that submission of a completion report is required for all Historic Buildings and Structures Permits. Furthermore, I understand that failure to conduct the project according to the Rules, Standards, approved contract documents, and the terms of this permit may result in cancellation of the permit.

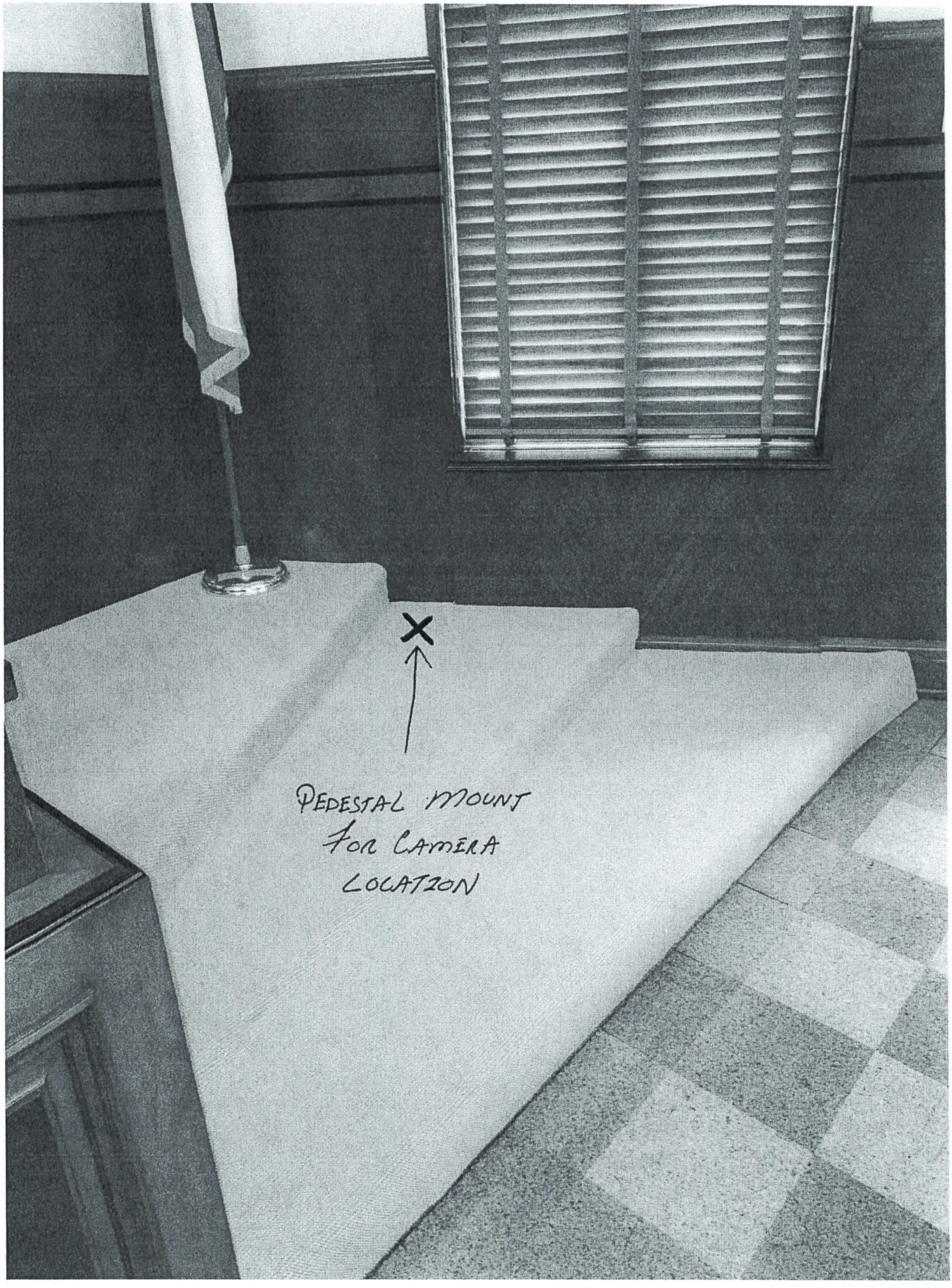
Signature _____ Date 03/30/2021

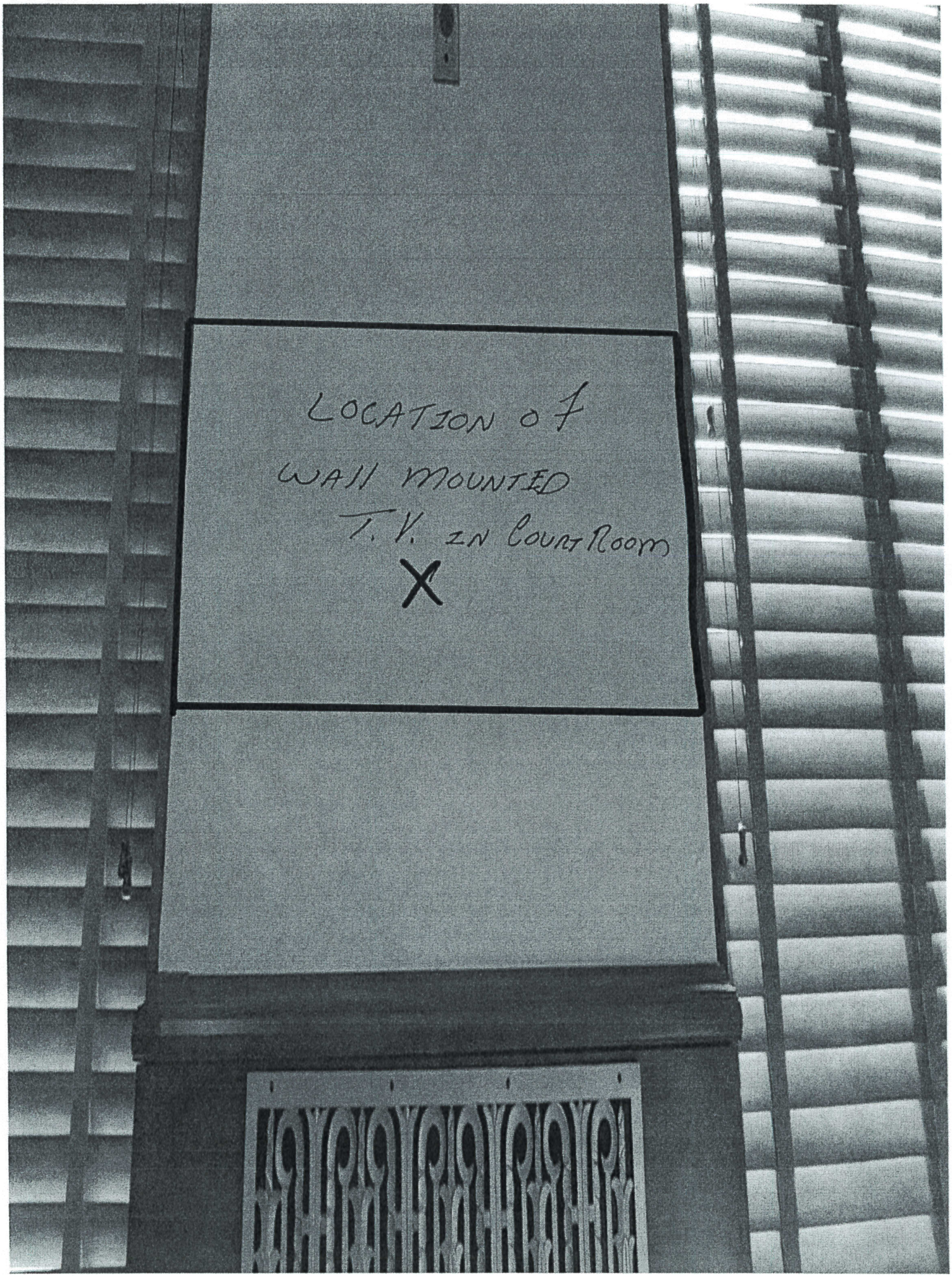
Jeff Ross

SUBMISSION

Please submit the completed permit application in hard copy with original signatures to the mailing or physical address below, or electronically with scanned signatures to hspermit@thc.texas.gov. Attachments, including plans and photographs, must be sent to the mailing address below or delivered to 108 West 16th St., Second Floor, Austin, TX 78701.

Texas Historical Commission
Division of Architecture
P.O. Box 12276
Austin, TX 78711-2276
512.463.6094
fax 512.463.6095
architecture@thc.texas.gov


PEDESTAL MOUNT
FOR CAMERA
LOCATION


LOCATION of
WALL MOUNTED
T. V. IN COURT ROOM
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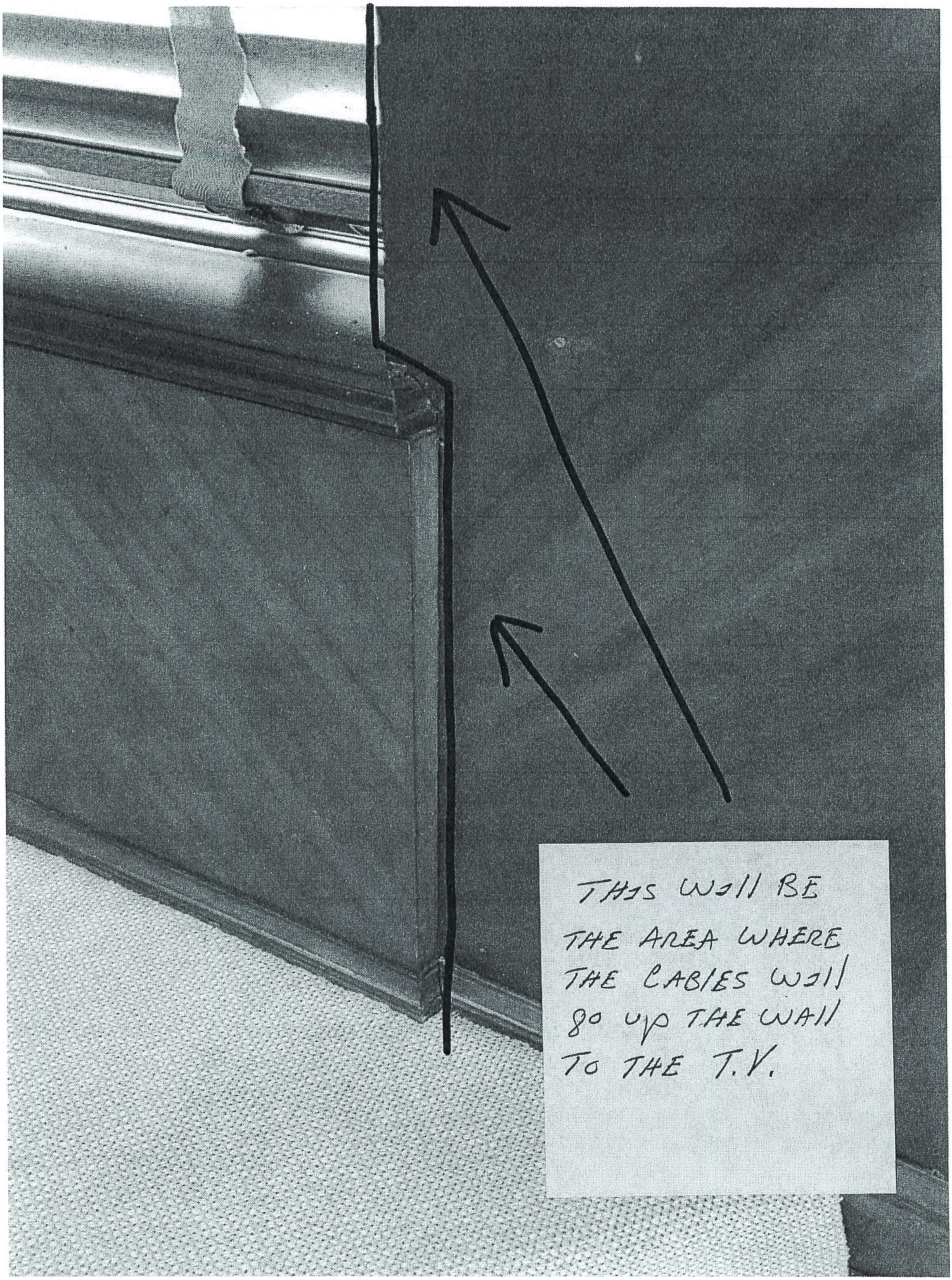
CABLES WILL BE RUN UNDER FLOORING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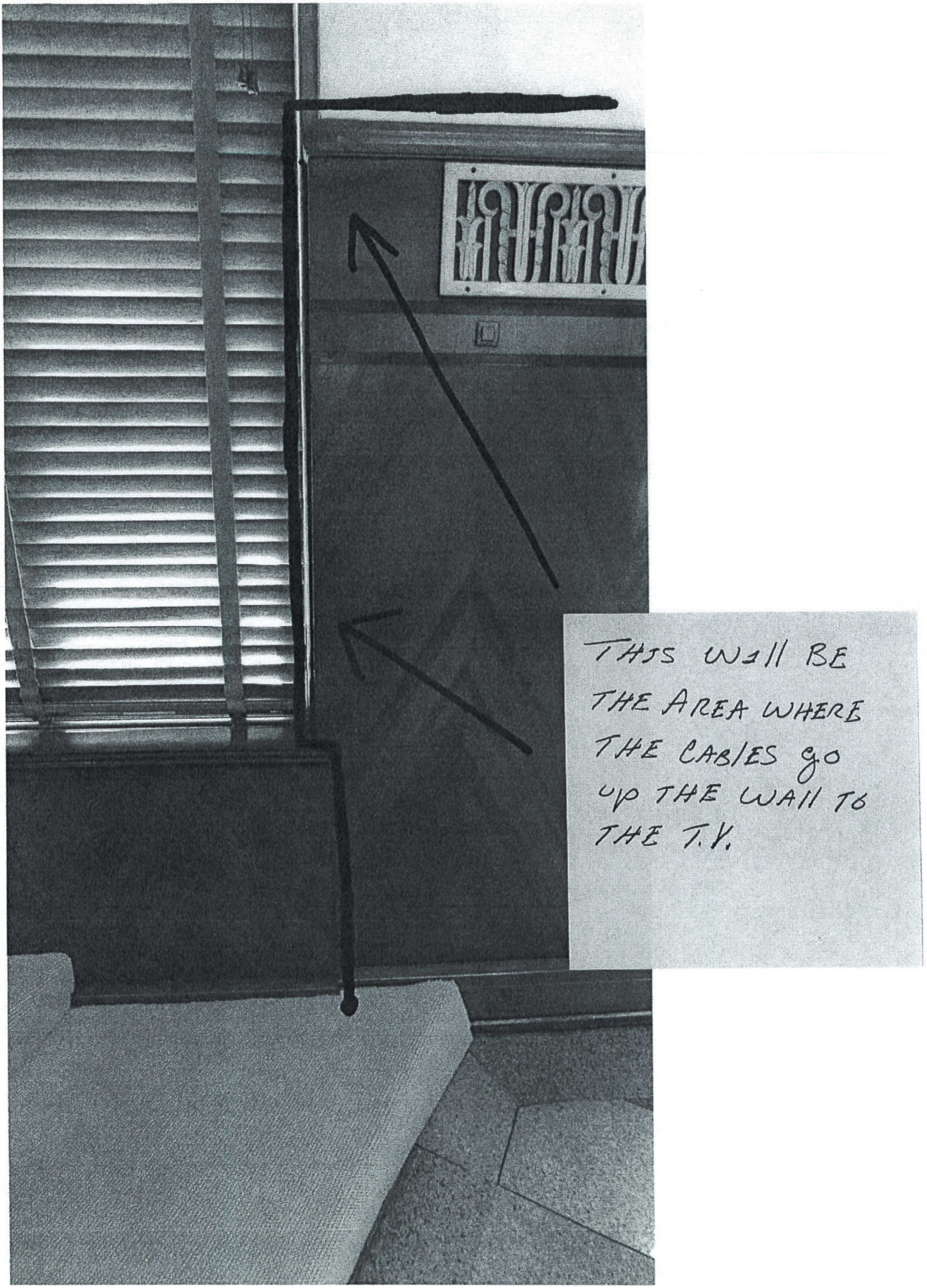
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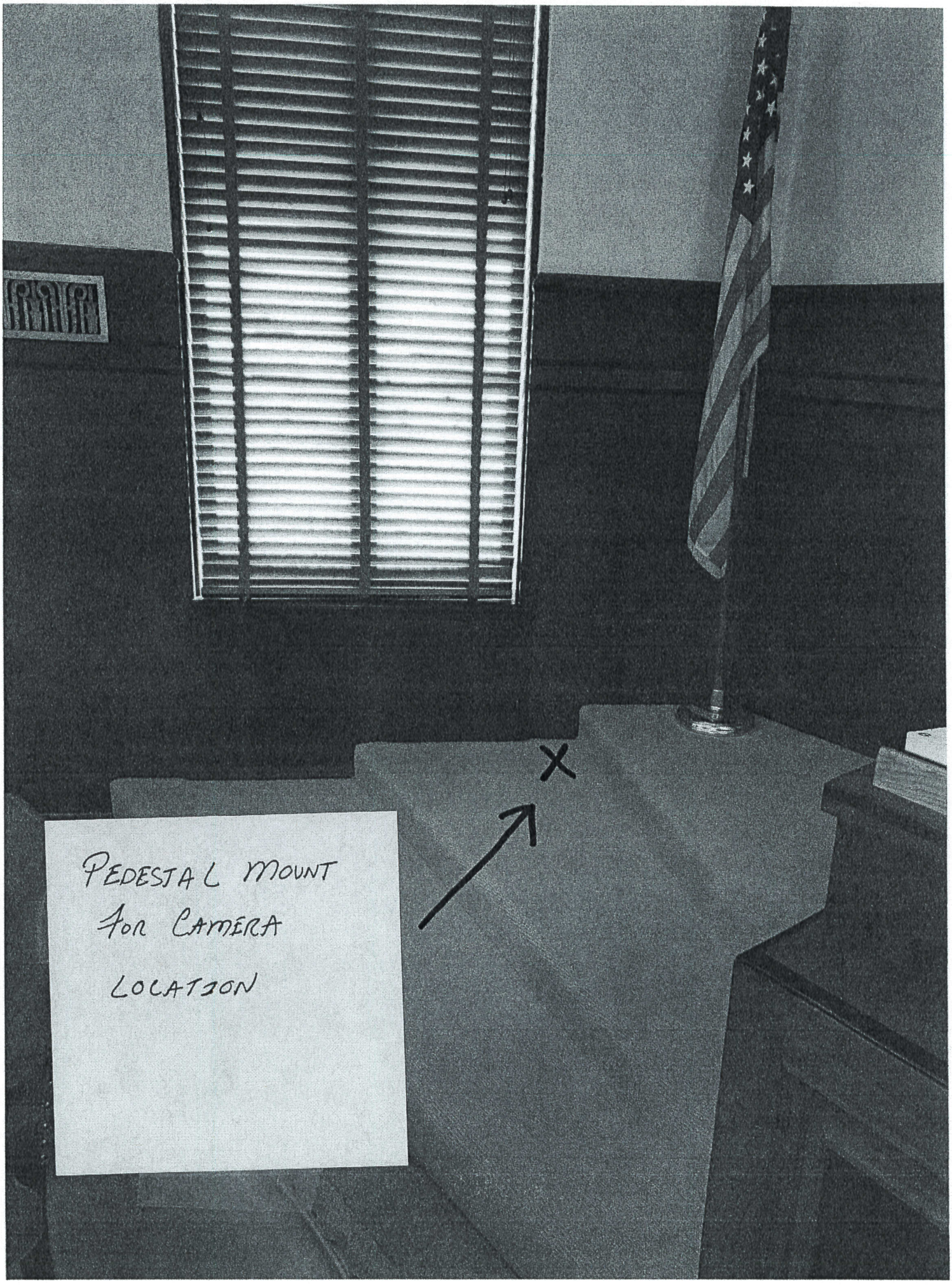
WALL MOUNTED CAMERA LOCATION
COMMISSIONERS COURT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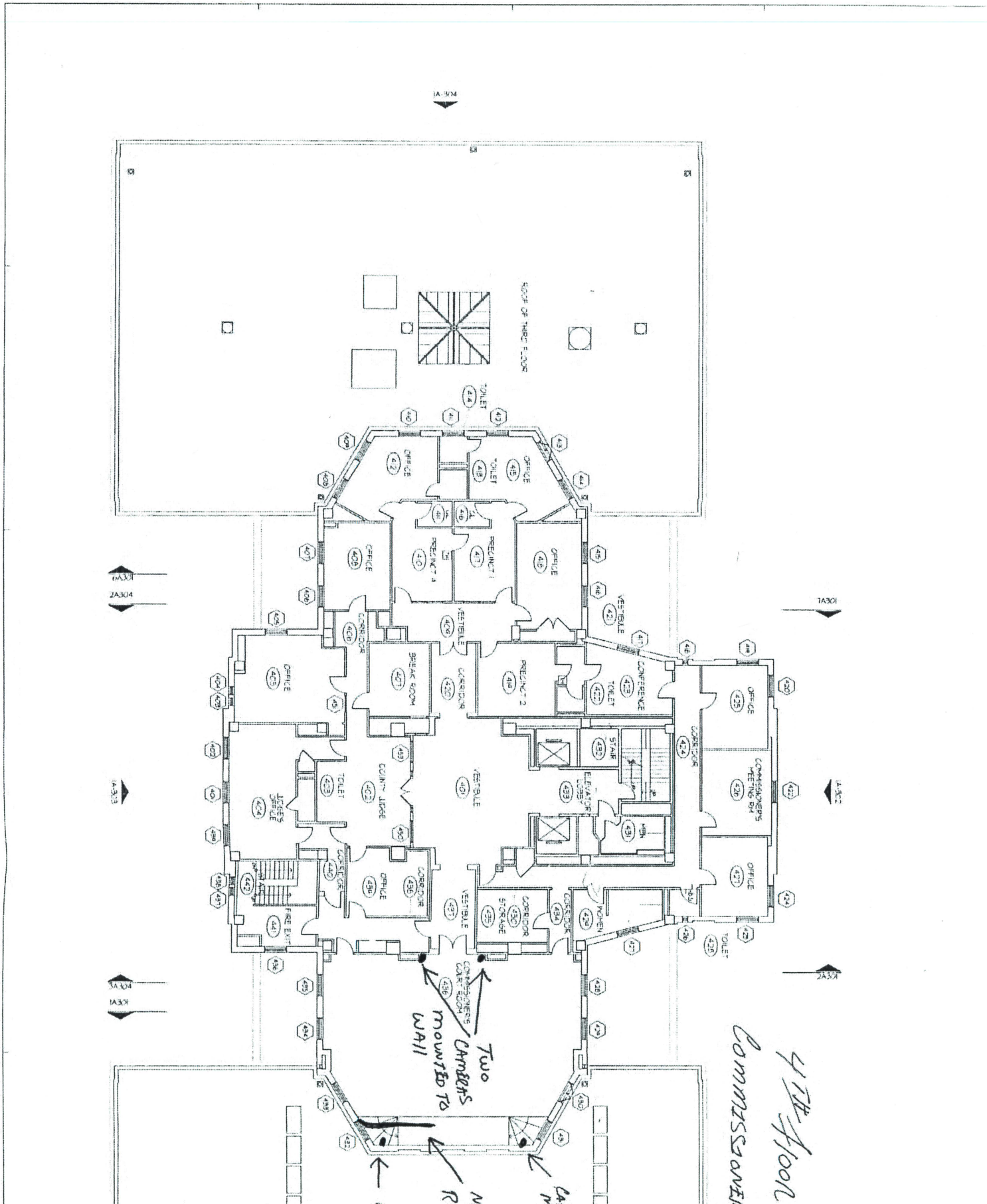
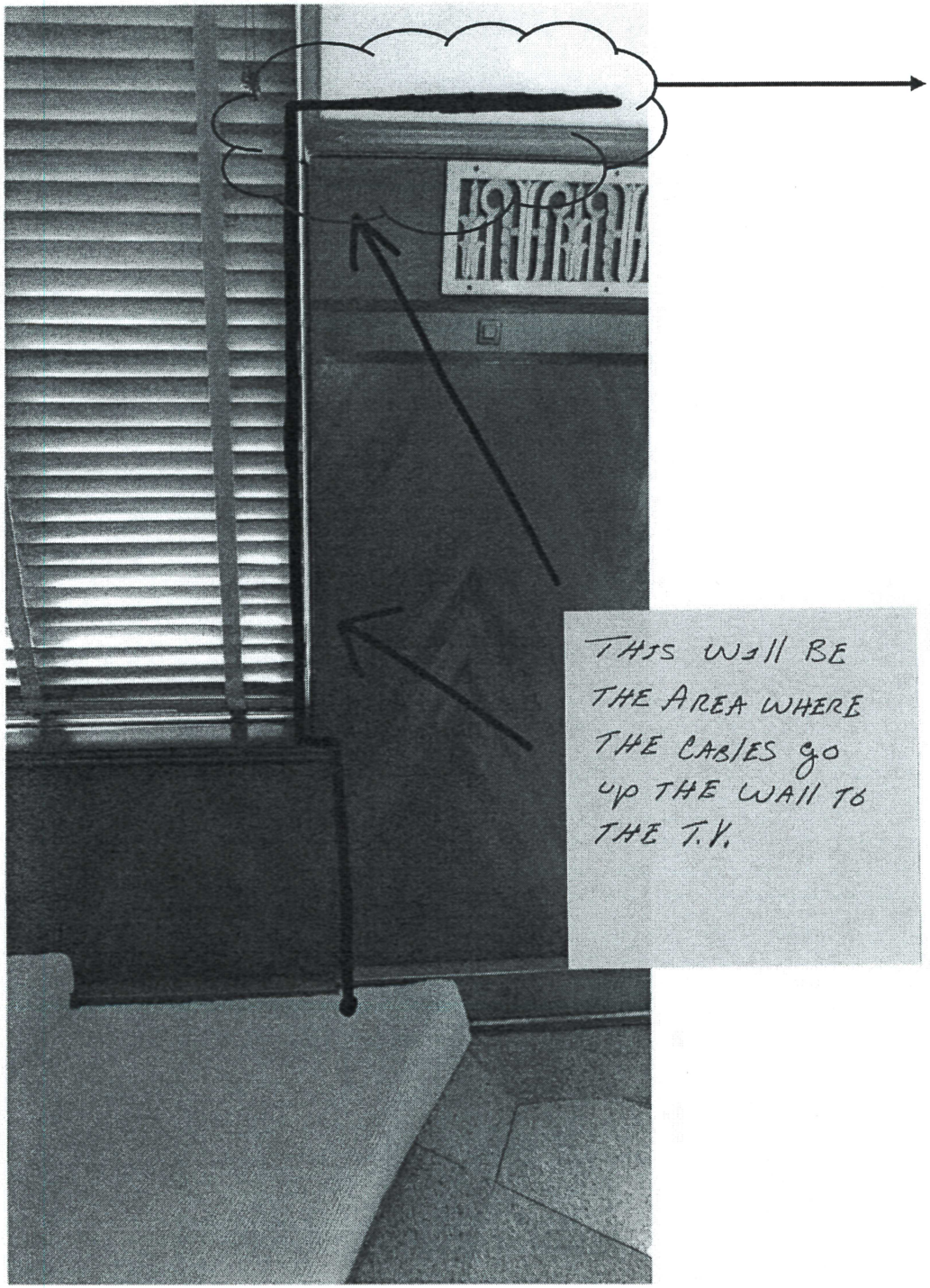
LOCATION


ROOF OF THIRD FLOOR
OFFICE
TOILET
PRECINCT 3
PRECINCT 1
PRECINCT 2
VESTIBULE
CORRIDOR
BREAK ROOM
CONFERENCE
STAIR
ELEVATOR
COMMISSIONERS MEETING RM
COMMISSIONERS CONFERENCE
COMMISSIONERS STORAGE
JUDGE'S TOILET
COUNTY JUDGE
FIRE EXIT
Two CAMERAS mounted to WALL
1A-304
2A304
1A301
2A301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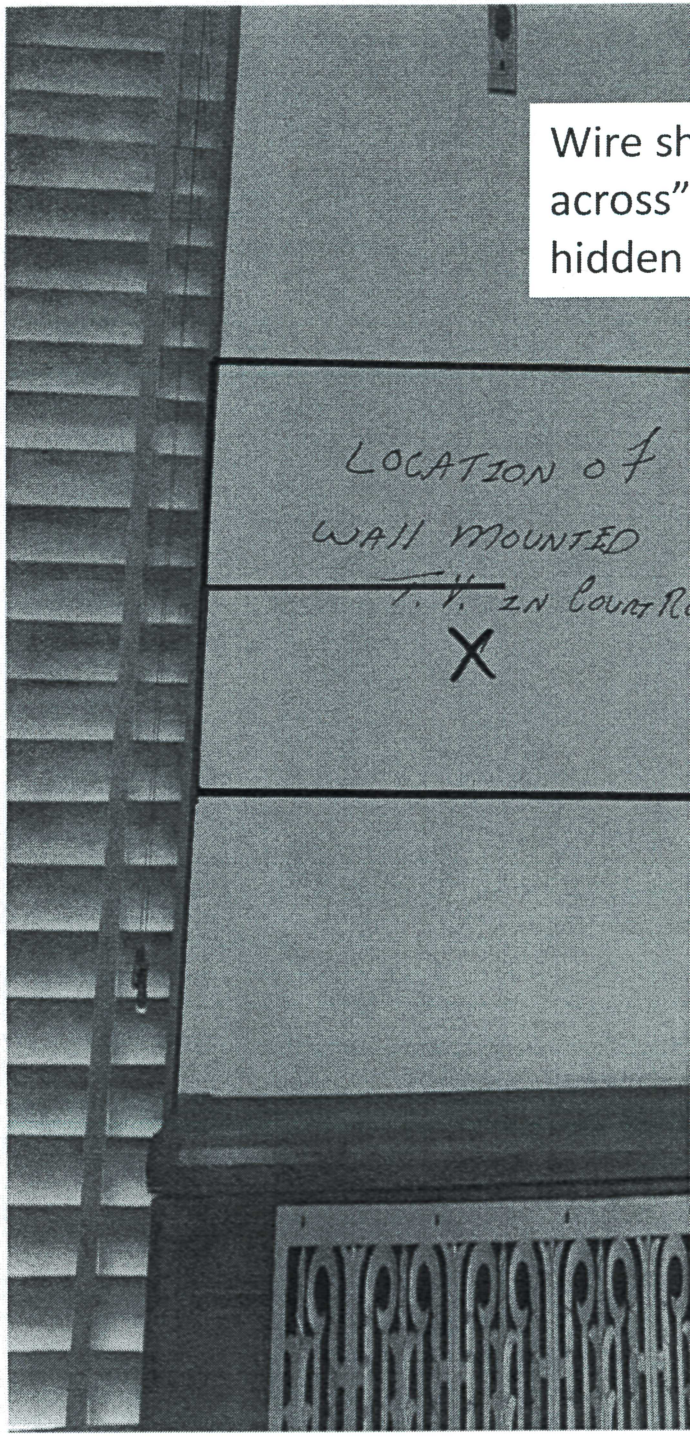

Wire sh
across"
hidden
LOCATION OF
WALL MOUNTED
T.V. IN COURT R
X

Written Project Description

The proposed project for installation of an audio/visual system in the Commissioner's Courtroom includes the following:

- An 85" television would be mounted on the right side of the court bench at a location between two windows.
- The wires will be hidden with decorative molding that matches other molding in the room, and will be run to a spot under the floor and to a closet in the back of the courtroom where the controls for the system will be housed.
- The wall is situated to the right side of the bench where the Court members and the public can view the screen. This is the spot where in the past we have put up a portable projector screen.
- The attached photos are to show what the bench looks like and the proposed mounting location is to the right of the bench between the two windows.
- Installation of 5 PTZ (Point and Zoom) Cameras with single Cat6 cable wiring. All cameras will be mounted on bases designed to closely match the motif of the courtroom by our carpenter. All wiring will be run to the closet at the back of the courtroom.
    - One will be mounted on the floor of the 2nd step going up to the main desk area on the right side with wiring done under the floor.
    - One will be mounted on the floor of the 2nd step going up to the main desk area on the left side with wiring done under the floor.
    - One will be mounted on the side of the table that sits in front of the main desk on the right side of the room. It will be mounted on the left side of the table.
    - Two cameras will be mounted at the back of the courtroom on the wall centered above the clock. The wires will be hidden with decorative molding that matches other molding in the room.
    - Also, all microphone units will be replaced with like microphone units.

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 30th day of March, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

FAIR HOUSING MONTH

WHEREAS, The Commissioners' Court of Jefferson County finds it in the best interest of the citizens of Jefferson County that it has adopted a Fair Housing Activity Statement; and

WHEREAS, Commissioners' Court of Jefferson County has agreed to cooperate with HUD, the State of Texas and local cities to promote fair housing policies and to comply with all laws and regulations that pertain to fair housing; and

WHEREAS, Commissioners' Court of Jefferson County acknowledges that while it is does not administer or provide any funding for public housing, it can support efforts of other government entities and private agencies in their effort to eradicate impediments to fair housing that are proscribed by Title VII of the Civil Rights Act 1968; and

WHEREAS, the Commissioners Court of Jefferson recognizes that April, 2021 is Fair Housing Month.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, does resolve that it will promote awareness of fair housing practices and encourage potential homeowners and renters to be aware of their rights under the National Fair Housing Law.

SIGNED this 30th day March, 2021.

Judge Jeff R. Branick
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

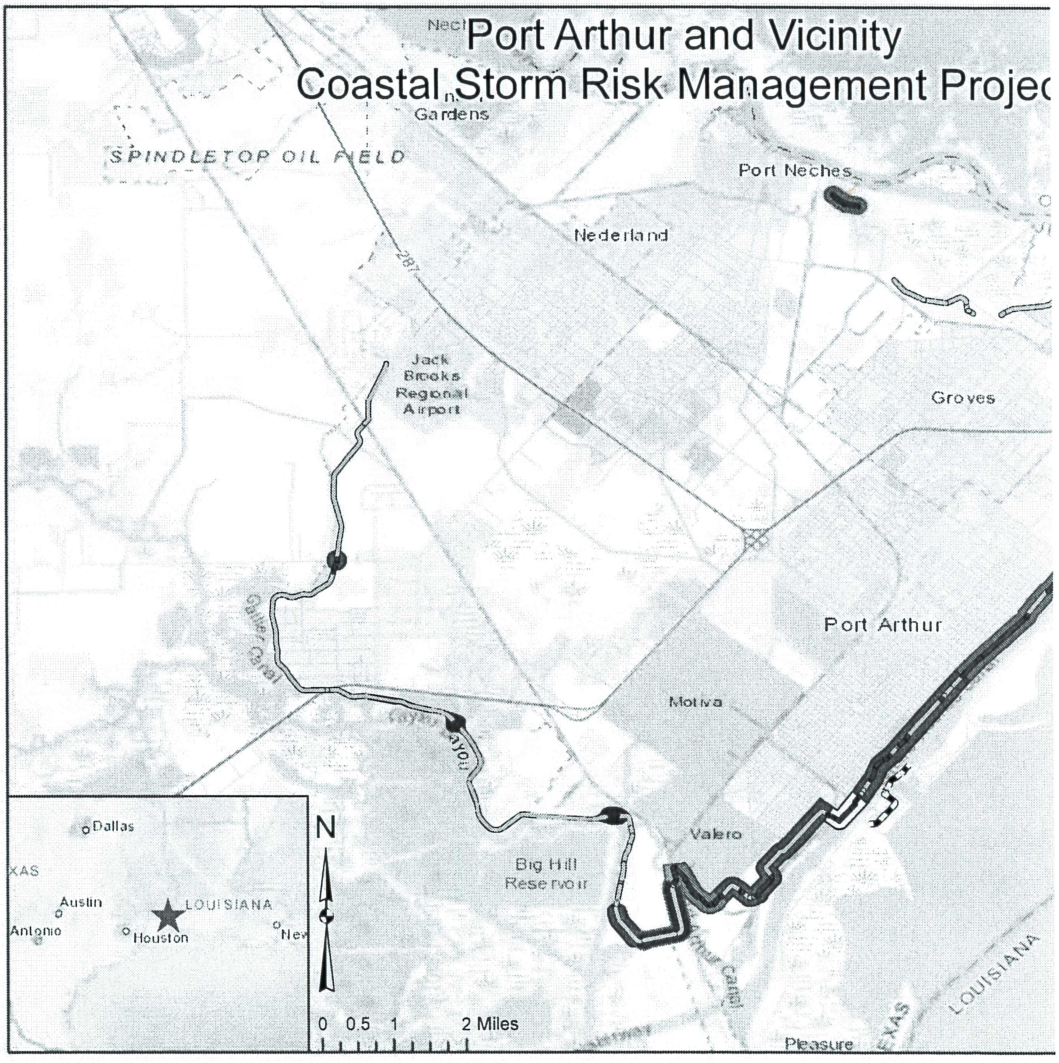
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

AGENDA ITEM **March 30, 2021**

Consider, possibly approve, and authorize the County Judge to execute Right of Entry DACW64-9-21-5739 for Survey and Exploration for the Department of the Army to survey and perform field investigations in relation to the Sabine Pass to Galveston Bay Coastal Storm Management Project.

US Army Corps of Engineers
Galveston District

Port Arthur and Vicinit
Coastal Storm Risk Ma



Project Background:

The Port Arthur and Vicinity Coastal Storm Risk Management Project is a compo Texas Coastal Storm Risk Management and Ecosystem Restoration Project Brazoria and Jefferson Counties. The Sabine Pass to Galveston Bay project is s and Restoration Feasibility Study. The purpose of this project is to reduce ecor life and critical infrastructure, maintain and restore coastal habitat, enhance en enhance existing hurricane protection systems.

Descriptions of Survey and Field Investigations

Surveys – Planimetric, Boundary, Utility, and Bathymetric

Planimetric and topographic surveys will include measuring positions and elevations of the natural ground and of the existing structures in relation to the Sabine Pass to Galveston Bay Project. This will be completed using light detection and ranging (LiDAR), total stationing, and a global positioning system with real-time kinematic. Expected equipment for completion of this work will be a survey crew with their handheld surveying equipment and personnel transportation (atv/truck).

Metes and bounds surveys will include identifying corners and tracing boundaries for the entire parcel. It may also include identifying structures, utilities, and rights-of-way. Government will monument the right of way for the Sabine Pass to Galveston Bay Project. Monuments will be a 5/8" reinforcing rod or pipe with an aluminum or bronze cap. This will be completed using total stationing and a global positioning system with real-time kinematic. Expected equipment for completion of this work will be a survey crew with their handheld surveying equipment and personnel transportation (atv/truck).

Utility surveys will include photographing and measuring the position of surface features. Government will identify subsurface utilities and confirm utility location and depth using magnetometers and ground penetrating radar (GPR). Expected equipment for completion of this work will be a survey crew with their handheld surveying equipment, GPR equipment, and personnel transportation (atv/truck).

Bathymetric surveys will include shallow and deep water multibeam sounding methods, single point sounding methods, and lead line measurements. All bathymetric survey data shall be collected using a multibeam system to the greatest extent possible, however, should site conditions prevent this single beam data and lead line measurement collection methods will be utilized. Expected equipment for completion of this work will be a survey crew using a traditional or unmanned survey vessel to collect multibeam or single acoustic data.

Geotechnical Investigations – Core Borings and Cone Penetration Tests

Core borings are required to determine the strength of levee that can be built for protection against hurricanes. Core borings can be drilled up to depths of 80 feet. This process collects soil for laboratory soil classification and strength testing. All bore holes will be backfilled upon completion of the boring. Soil boring locations can be relocated if there are conflicts with the surrounding structures or environment. Expected equipment for completion of this work will be a crew with their handheld equipment, personnel transportation (atv/truck), and specialized drilling rig/truck.

Cone penetration tests (CPT) aid in the geotechnical analysis in place of core borings by recording surface friction, water pressure, and soil hardness data. It also allows for testing up to 80 feet in depth. CPT locations can be relocated if there are conflicts with the surrounding structures or environment. Expected equipment for completion of this work will be a crew with their handheld equipment, personnel transportation (atv/truck), and specialized CPT truck.

[continued on next page]

Cultural Investigations

The US Army Corps of Engineers is required under the National Historic Preservation Act of 1966, as amended, to identify and inventory all historic properties within the Sabine Pass to Galveston Bay Project. Field investigations will focus on identifying the nature of each inventoried resource including, but not limited to, integrity, archeological or historical context, content, and distribution. Investigations may include subsurface testing. Expected equipment for completion of this work will be a crew with their handheld equipment including, but not limited to, cameras, global positioning system (GPS) units, shovels, and in the case of areas within or near the floodplain, backhoes. Limited hand excavations involve 12 to 20 inch (30 to 50 cm) wide holes excavated to a depth of around three feet (one meter), approximately every 100 feet (30 meters) in a grid pattern within the project footprint. Mechanical trenching and scraping creates trenches approximately 10 to 15 feet (3 to 5 meters) wide and 6 to 15 feet (2 to 5 meters) deep. The discovery of culturally significant artifacts may require additional subsurface investigations within the project area. Any identified artifacts will be analyzed in the field and returned as close to their original location as practicable. Any excavations that are conducted will be backfilled, and the surface will be returned as closely as practicable to its original state.

DEPARTMENT OF THE ARMY

DACW64-9-21-5739

PID: 85107 (Internal ID: 2022_85107)

RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson County, TX — PLEASURE ISLAND TR 21 .303

(Legal Description)

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "A".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "B" attached hereto and incorporated herein for all purposes.

[signatures contained on next page]

DACW64-9-21-5739
PID: 85107 (Internal ID: 2022_85107)

WITNESSES MY HAND AND SEAL this _____day of _____, 20____

UNITED STATES OF AMERICA

_____ BY_____

Owner Name:

Timothy J. Nelson
Contracting Officer, Real Estate Division
Galveston District
U.S. Army Corps of Engineers

Exhibit A

PID: 85107.0
Owner: JEFFERSON COUNTY
Legal Desc: PLEASURE ISLAND TR 21 .303

The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. Use information is not provided as a substitute for a field survey by a licensed professional or any other use or application that requires legal

DACW64-9-21-5739
PID: 85107 (Internal ID: 2022 _85107)

EXHIBIT "B"

Contact Information for Owner

Name: ERNEST CLEMENT

Best Contact Phone Number: 409-835-8584

Alternate Phone Number (if applicable):

E-mail Address: eclement@co.jefferson.tx.us

Preferred Mailing Address (if different than property address):

1149 PEARL ST., 5TH FLOOR

City: BEAUMONT State: TX Zip: 77701

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

AGENDA ITEM **March 30, 2021**

Receive and file executed Memorandum of Understanding between Jefferson County and Lamar State College Port Arthur regarding Workforce and Continuing Education.

DocuSign Envelope ID: 64075508-AE2D-42E3-ADF5-9F0A96AE17B6

Memorandum of Understanding between

Lamar State College Port Arthur Department of Workforce & Continuing education and

And Jefferson County, Texas.

Parties. This memorandum is made and entered into by Jefferson County Texas (County) and Lamar State College Port Arthur Department of Workforce & Continuing Education (LSCPA.)

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court, a body politic of the State of Texas and the Sheriff's Office, as authorized by Chapter 791 of the Government Code, and Lamar State College Port Arthur, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

Purpose. The purpose of this memorandum is to 1) facilitate collaboration between County and LSCPA in responding to funding opportunity number FOA-ETA-21-02, 2) facilitate pre-release services to be offered utilizing grant funds, 3) facilitate the flow of inmates into pre-release Life Skills, Soft Skills and Occupational Training, and 4) facilitate the flow of individuals into post-release Occupational Training.

No element of this understanding shall bind either party to make a referral or to accept a referral that does not meet their admission criteria or is unsuitable for the services provided.

Responsibilities of Parties

A. County
   1. County and LSCPA shall participate in LSCPA's application for funding opportunity number FOA-ETA-20-02 to provide pre- and post-release services for incarcerated individuals.
   2. If funding is achieved, County shall, in their normal course of action, determine that certain incarcerated individual may benefit from pre-release life skills, soft skills and occupational training and post-release occupational training.
   3. County will refer incarcerated individual to LSCPA for these services.
   4. County shall commit training space needed for pre-release services provided.
   5. County and LSCPA shall work together to facilitate grant personnel completing all security clearance required by County.
   6. County shall allow minimal use of internet services while incarcerated individuals are involved with grant related services such as training or completing a WIOA application.
   7. To the extent that any personnel does not qualify for admittance to County's facility, LSCPA shall replace said individual.

B. LSCPA
   1. County and LSCPA shall participate in LSCPA's application for funding under funding opportunity number FOA-ETA-21-02 for pre-release and post-release training for incarcerated individuals.
   2. LSCPA shall include in the grant application at a minimum four case managers, a life skills instructor, a transition worker, an employment specialist and appropriate workforce instructors.

DocuSign Envelope ID: 64075508-AE2D-42E3-ADF5-9F0A96AE17B6

3. LSCPA shall be prepared to provide pre-release life skills and job skills training for up to 105 persons per month.
4. LSCPA shall be prepared to offer scaffolding training, carpentry training and commercial driver training for up to 30 referrals from County per month.

No Joint Enterprise. The provisions of this contract are not intended to create, nor will they be in any way construed to create, a joint venture, a partnership, or to create any liability for the parties whatsoever with respect to the parties' indebtedness, liabilities, and obligations. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Severability. If any provision of this contract is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this contract will remain valid and in full force and effect.

Notice: Any notice required or permitted under the contract will be in writing and will be directed to the parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

If to LSCPA:

Dr. Ben Stafford
Vice President for Workforce & Continuing Education
Lamar State College Port Arthur
Port Arthur, Texas, 77642
409 984-6354
staffordbk@lamarpa.edu

If to County:

Jeff Branick
County Judge
Jefferson County Courthouse
1149 Pearl St.
Beaumont, Texas 77701
Phone: (409)835-8466
Fax: (409)839-2311

Having agreed to the terms and conditions stated herein, the parties do hereby execute this contract.

DocuSign Envelope ID: 64075508-AE2D-42E3-ADF5-9F0A96AE17B6

Jeff R. Branick, County Judge

DocuSigned by:
Dr. Betty Reynard
011CAE9ED7BB45E...

Dr. Betty Reynard
President
Lamar State College Port Arthur

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 30th day of March, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, Debbie Pletcher, has devoted 26 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Debbie Pletcher served admirably as the Director of Property Tax for Jefferson County; and,

WHEREAS, Debbie Pletcher taught property tax courses which enabled tax assessor-collectors statewide and other tax deputies to receive their certification; and,

WHEREAS, Debbie Pletcher dedicated her talents and services to the sometimes overwhelming task of collecting property taxes. She also used her talent assisting with the many other activities necessary for the daily functioning of the County Tax Office;

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend **Debbie Pletcher** for her dedicated service of Jefferson County and wishes her well in her retirement.

SIGNED this 30th day of March, 2021.

JUDGE JEFF R. BRANICK
County Judge

VERNON PIERCE
Commissioner, Pct. #1

MICHAEL S. SINEGAL
Commissioner, Pct. #3

DARRELL W. BUSH
Commissioner, Pct. #2

EVERETTE D. ALFRED
Commissioner, Pct. #4

Permit No. 05-U-21

Precinct No. 3

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTLITY LINE/COMMON CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date March 8, 2021

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Trinity Bay Conservation District (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of 6" PVC Water 1,060ft, location of which is fully described as follows: 6" PVC Water line along Shellhammer Road for 1,060ft Beginning at fire hydraut on Kiker Road.

5 pages of drawings attached.

Construction will begin on or after March 8, 20 21.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Company Trinity Bay Conservation District

By James Gibson James B. Gibson

Title General Manager

Address P.O. Box 599

Stowell, Texas 77661

Telephone 409-296-3602

Fax No. 409-296-9745

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

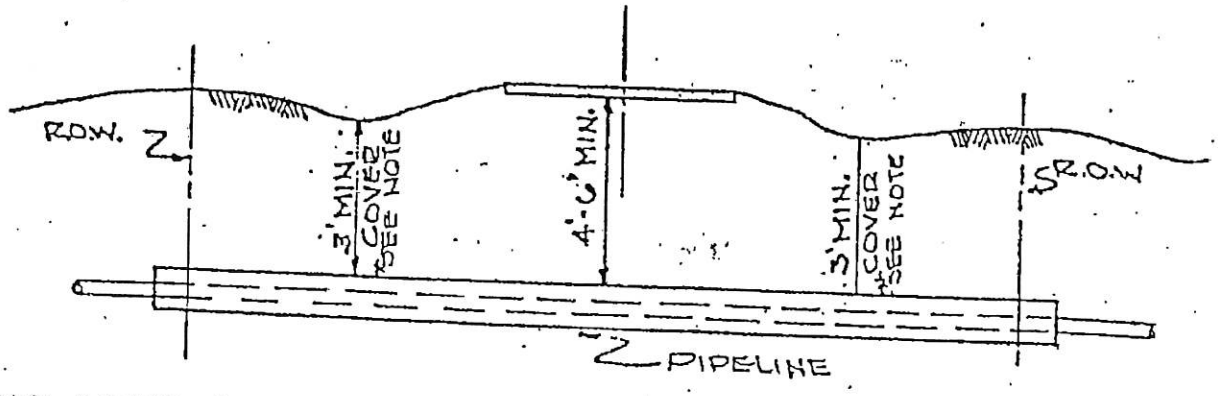
Enclosed, please find the required application fee:

_____ road crossing @ $100.00 _____ $ N/A

_____ miles parallel @ $150.00/mile or fraction _____ $ N/A

TOTAL_____ $ N/A

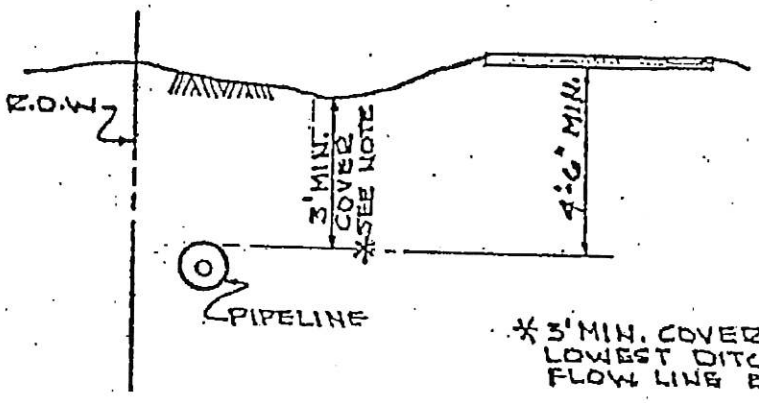
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



*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.)		
12-7-79	NO SCALE	SCHMEH

ENGINEERING ACTION FORM

The minimum standard bond required is $ N/A

Director of Engineering

03/23/21
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 $ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

LJA Engineering, Inc.

2615 Calder Avenue, #500
Beaumont, Texas 77702
www.lja.com

Phone 409.833.3363
Fax 409.833.0317
TBPE № F-1386

March 22, 2021

Steve Stafford, County Engineer
Jefferson County Engineering Department
1149 Pearl Street
5th Floor
Beaumont, TX 77701

Re: Trinity Bay Conservation District
Request of Approval
Water Line Extension along Shellhammer Road

Dear Mr. Stafford:

This letter is written on the behalf of James Gibson, General Manger of the Trinity Bay Conservation District (TBCD). TBCD is requesting approval from Jefferson County to install a 6" PVC water distribution line within Jefferson County's public road right-of-way (ROW). This utility line will be installed as to provide water service along Shellhammer Road from Kiker road to approximately 1,060', including a fire hydrant.

The proposed construction of the 6" PVC water distribution line shall adhere to the specifications as shown in Jefferson County's "Utility and Common Carrier Pipeline Policy". The proposed utility to be installed shall be constructed with a minimum of three (3) feet of cover.

If you should have any questions or comments, please contact Trey Gaspard at 409-748-9452 to discuss.

Sincerely,

LJA ENGINEERING, INC.

Trey Gaspard
Project Coordinator

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The applicant must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
b. If applicant is a pipeline carrier, whether:
    1. It is a common carrier; and,
    2. It serves a public purpose; and,
    3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered y a delay in repairs. In any such emergency, contact the County Engineer by phone at 9409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Exiting Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall e bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.

b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".

d. Surface

1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.

3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall e placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall e placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires ay be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more that 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be $5,000.00 per crossing and $50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Rev. 2003

TRINITY BAY CONSERVATION DISTRICT

WATERLINE EXTENSION ALONG SHELLHAMMER ROAD

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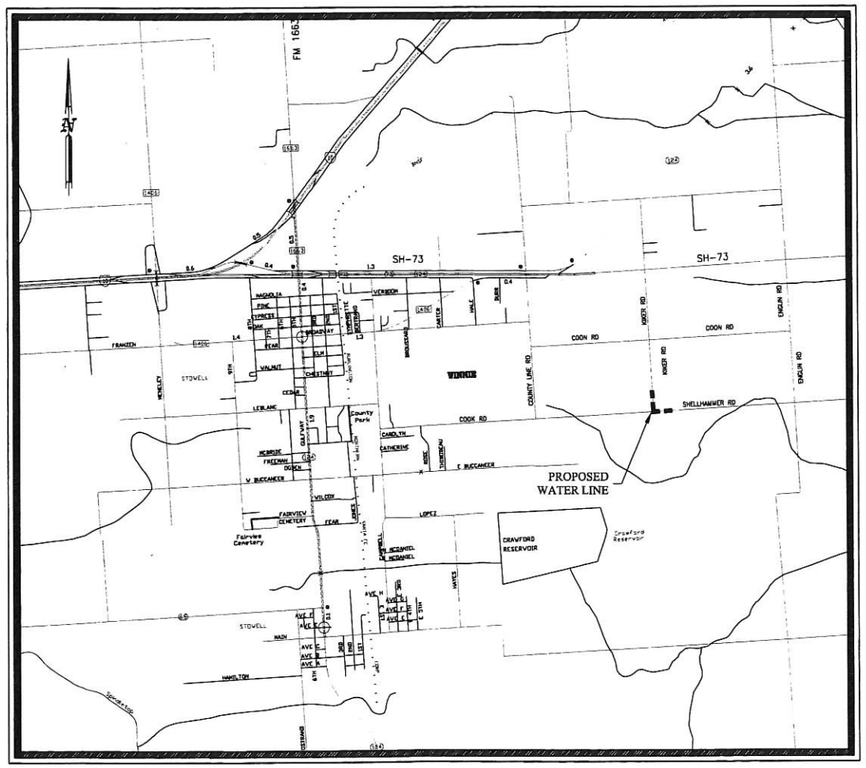


PROJECT LOCATION
NTS

PREPARED BY:
LJA ENGINEERING, INC.
CONSULTING ENGINEERS
BEAUMONT, TEXAS
TEXAS REGISTERED ENGINEERING FIRM F-001386

MARCH 2021

TRINITY BAY
CONSERVATION DISTRICT

BOARD OF DIRECTORS:

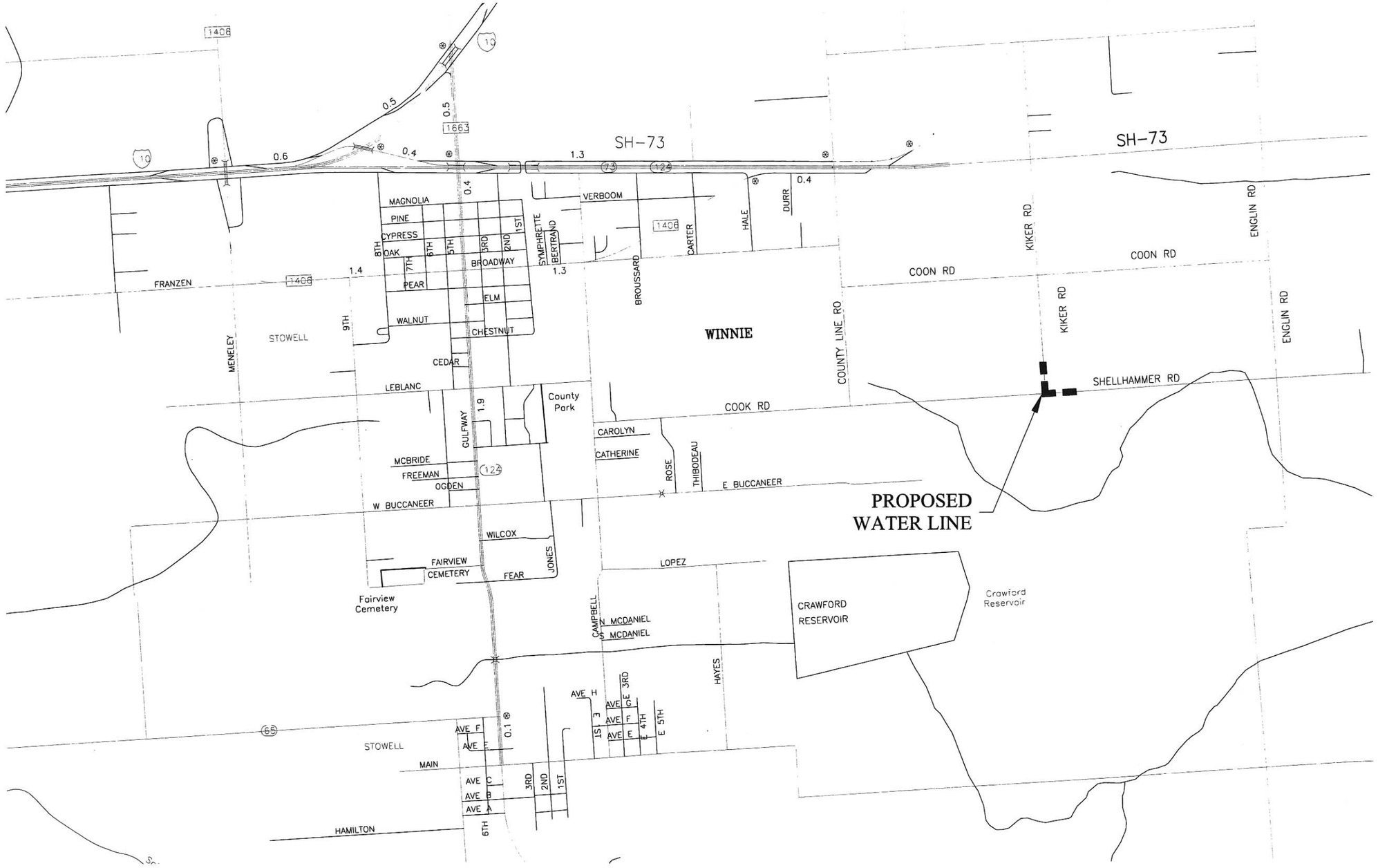
JEFFREY JENKINS	PRESIDENT
GREG TURNER	VICE PRESIDENT
DOROTHY HAMILTON	DIRECTOR
TOMMY GILBERT	SECRETARY
CODY BAUER	DIRECTOR
JAMES GIBSON	GENERAL MANAGER

APPROVED
LJA ENGINEERING, INC.

BY: _____ 3/11/21
TOBY J, DAVIS P.E. NO. 81919 DATE

STATE OF TEXAS
TOBY J. DAVIS
81919
REGISTERED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919, ON 3/11, 2021



O:\Projects 6000 6499\6400\6442\Jefferson County Permits\Water Line Extension – Shellhammer Road\CAD

Date : 3/2021
File Name : Location Map
File Drawer No. : 6442

STATE OF TEXAS
TOBY J. DAVIS
81919
REGISTERED
PROFESSIONAL ENGINEER

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No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

TRINITY BAY CONSERVATION DISTRICT
WATERLINE EXTENSION ALONG SHELLHAMMER ROAD

LOCATION MAP

Action	Name	Date
Design	GTG	3/2021
Drawn	RH	3/2021
Checked	GTG	3/2021
Approved	GTG	3/2021
Scale	AS SHOWN	
Sheet	2 of 5	

GENERAL NOTES

1. In all construction, the Contractor shall be responsible for providing all fittings and appurtenances necessary for a complete installation even if not specifically mentioned.

2. The Contractor shall verify all dimensions and existing conditions of the job site. Any variation from dimensions or details as shown on the structural drawings shall be reported to the Engineer.

3. The Contractor shall confine his operations to the indicated easements and rights of ways. He shall keep all work sites in a neat, orderly, and safe manner during the course of the construction. All excess soils and materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws at the Contractor's expense. All litter and temporary trash disposal facilities shall be removed, all materials designated to be salvaged to the Owner shall be deposited in an Owner approved site, and all surface restoration, including seeding shall be completed prior to the Contract being considered complete.

4. All work areas, surfaces, and ditches disturbed by the Contractor shall be cleaned and restored to their original condition or better in the time frame established in the specifications.

5. The location of all utilities (water, telephone, cable, electrical, gas, etc.) is the responsibility of the Contractor. The utilities shown on the plans are for informational purposes only and are not intended to show the exact location of the utilities. The Contractor shall give each utility Owner the required notice prior to beginning construction near each utility. The Contractor shall be responsible for resolving any disputes with the utility Owners regarding damage to the utilities. The owner shall not be responsible for damage to existing utilities.

6. The contractor shall be responsible for the control of ground water. The contractor shall submit to the engineer his plan for keeping the ground water out of trenches and excavations. At no time shall ground water be allowed in the excavation while pouring concrete.

7. The Contractor shall be responsible for the restoration of all property markers disturbed during construction.

8. The Contractor shall take necessary precautions to prevent large amounts of soil, rock, and other excavation materials from being washed into the ditches and drainage ways. The streets shall be kept free of dirt and mud that results from the Contractor's work. The Engineer and Owner shall have the right to require that the Contractor immediately remedy any situation which they consider detrimental to public health, safety, the environment, and any other problematic disturbances that are caused by the Contractor's work.

9. In the Road R.O.W.'s and where indicated on the plans, disturbed soil areas shall be broadcast seeded after surface restoration, in accordance with the specifications.

10. Megalug restraining flanges shall be used at all mechanical joint ductile iron fittings. Transition gaskets shall be used where necessary to connect to existing piping. Payment shall be subsidiary to appropriate bid items.

11. The slopes of any ditches or any surfaces that are disturbed shall be returned to their original condition or better. Any ditches that the main crosses and that are open cut shall have their slopes backfilled immediately to its original condition.

12. The Contractor shall coordinate with TBCD a minimum of 48 hours prior to making connections to any existing water lines or sewer lines.

13. Trench protection in accordance with the specifications shall be used where excavations are deeper than five (5) feet deep or if the trench is less than (5) feet deep and in a dangerous condition. The contractor shall be responsible for all sharing of open pits as required by OSHA and the specifications.

14. The contractor shall keep all work sites in a neat, orderly and safe manner during the course of the construction. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be the responsibility of the contractor and shall be in accordance with all local, state, and federal laws. All work areas and surfaces disturbed by the contractor shall be restored to their original condition or better.

15. The Contractor shall dispose of all materials and rubbrush removed from the project site at an off site disposal area in accordance with all local, state, and federal laws.

16. The Contractor shall be responsible for removing any trees, stumps, and brush in the areas of construction and where indicated on the plans as necessary to construct the improvements in this project in accordance with all local, state, and federal laws and the scope of work. The Contractor shall dispose of all refuge at an off site facility at his own expense. Payment for clearing and disposal will be incidental to the line work.

17. The Contractor shall be responsible for keeping all state and county roads free of dirt, debris, or any other nuisance conditions caused by his activities. The Contractor shall be responsible for the repair of any damage to county or city roads resulting from his operations.

GENERAL LINEWORK NOTES

1. If unstable or wet soil conditions are encountered in the trench bottom, the Contractor shall cease work and stabilize the unstable area according to the method called for in the specifications. The Contractor must obtain the approval of the Engineer prior to placement of such material. There will be no additional payment for trench bottom stabilizing or dewatering, regardless of the method used.

2. All underground fittings shall be ductile iron according to the specification. The Contractor shall construct thrust blocks at all bends and tees as approved by the Engineer. See thrust block details.

3. All proposed underground mains shall have a minimum cover as shown in the plans and details, including ditch crossings and bores.

4. The Contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.

5. All drainage structures shall be cleaned and outfall channels unobstructed on a daily basis.

6. All existing signs and sign posts within the limits of construction are to be removed during construction and replaced upon completion to prevent damage. Any signs or posts damaged by the Contractor shall be replaced at his entire expense. There will be no direct expense for this work, but it shall be considered subsidiary to the various bid items of the contract.

7. If an open pit is to be left unbackfilled overnight, all open pipes in the pit shall be plugged. Open pits shall be barricaded and roped off and warning signs shall be placed directing pedestrian traffic around the pit. If an open pit is left overnight in the roadway, lighted signs shall be used in accordance with the "Manual on Uniform Traffic Control Devices" as adopted by TxDot. No driveway or intersection shall be left blocked overnight by the Contractor's operations. The Contractor shall be responsible for all maintenance of the travelway and appurtenances within the barricades for the duration of the project.

8. The Contractor shall follow the alignments as shown on the plans. Deviations shall only be allowed in order to avoid existing facilities and then only with the approval of the Engineer. All deviations from the plan sheets shall be shown on the "As Built" plans.

9. The Owner shall supply water for the testing and sterilization of the water lines. If the line fails and a retest or additional sterilization is necessary the Contractor will pay the Owner for water to refill the line the second time.

10. If applicable, the Contractor shall submit his proposed method of connection for HDPE pipe to PVC pipe to the Engineer for approval.

11. All PVC water line pipe shall be SDR 26 pressure pipe.

12. All signage and safety markings for construction purposes shall be in accordance with TxDots "Manual on Uniform Traffic Control Devices".

O:\Projects 5000 6499\6400\6442\Jefferson County Permits\Water Line Extension – Shellhammer Road\CAD

Date : 3/2021
File Name : General Notes
File Drawer No. : 6442

STATE OF TEXAS · TOBY J. DAVIS · 81919 · REGISTERED PROFESSIONAL ENGINEER

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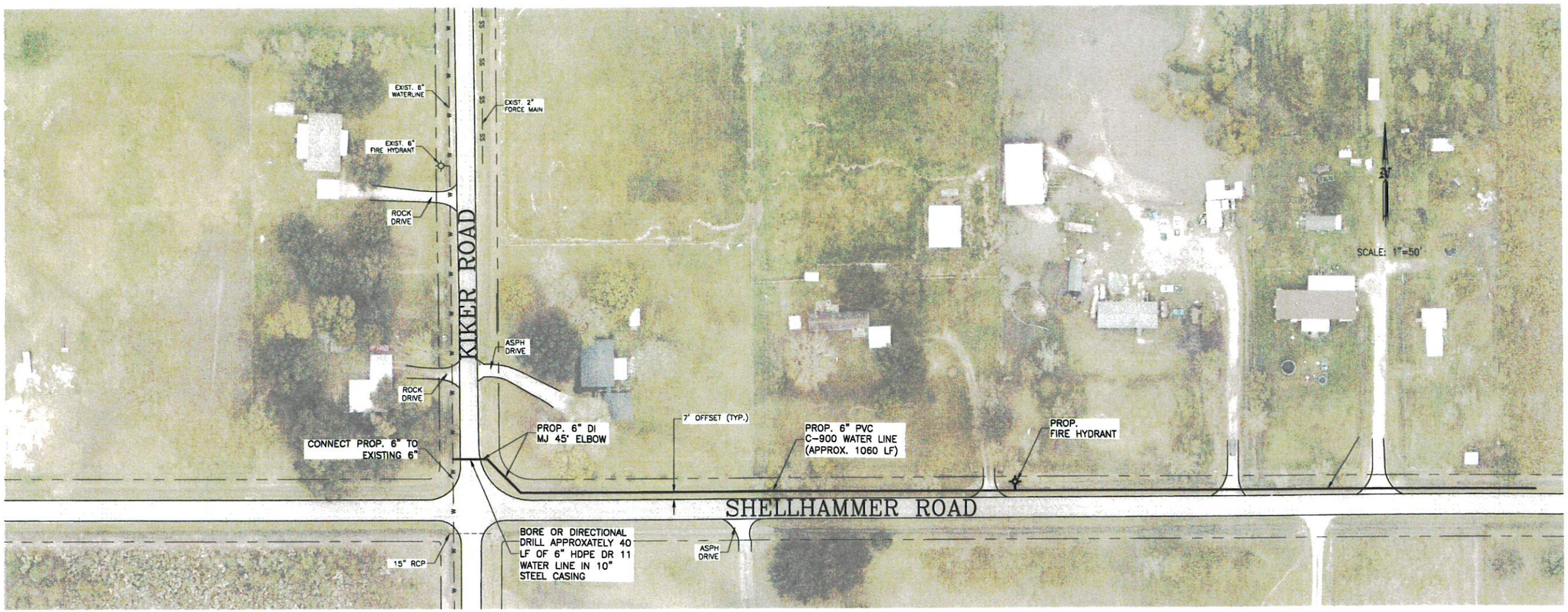
No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

TRINITY BAY CONSERVATION DISTRICT
WATERLINE EXTENSION ALONG SHELLHAMMER ROAD

GENERAL NOTES

Action	Name	Date
Design	GTG	3/2021
Drawn	RH	3/2021
Checked	GTG	3/2021
Approved	GTG	3/2021
Scale	AS SHOWN	
Sheet	3 of 5	



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Date : 3/3/2021
File Name : Plan Sheets
File Drawer No. : 6442

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TOBY J. DAVIS
81919
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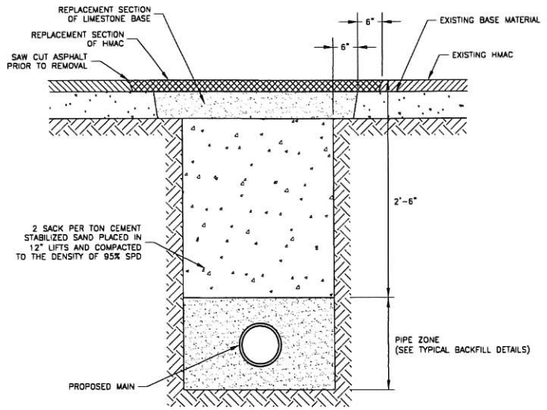
TRINITY BAY CONSERVATION DISTRICT
WATERLINE EXTENSION ALONG SHELLHAMMER ROAD

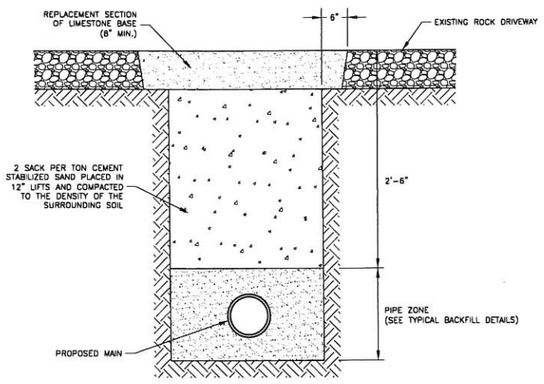
PROPOSED WATERLINE PLAN SHEET

Action	Name	Date
Design	GTG	3/2021
Drawn	RH	3/2021
Checked	GTG	3/2021
Approved	GTG	3/2021
Scale	AS SHOWN	
Sheet	4 of 5	



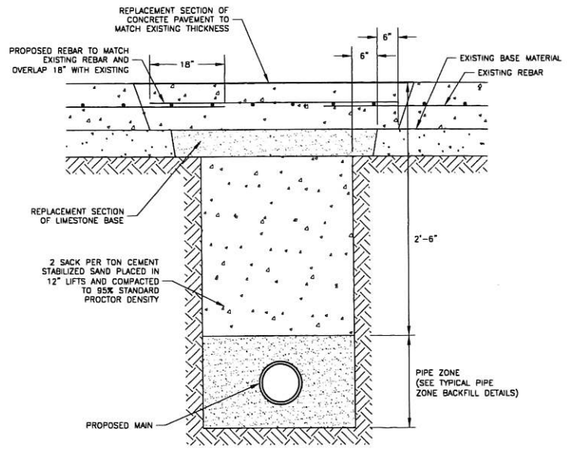
TYPICAL SURFACE RESTORATION
IN ASPHALT PAVEMENT

NTS



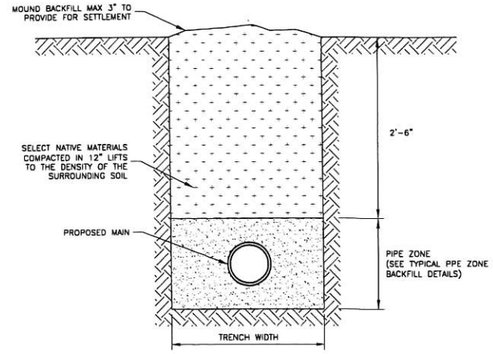
TYPICAL SURFACE RESTORATION
IN ROCK DRIVEWAY

NTS



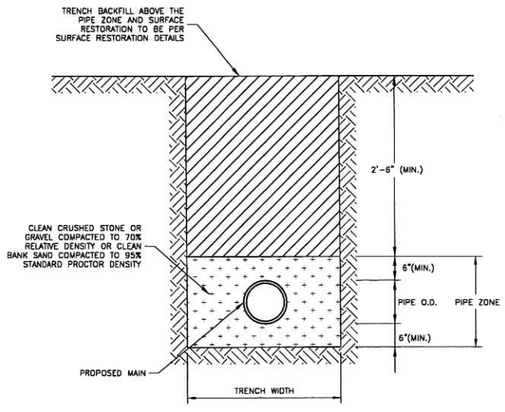
TYPICAL SURFACE RESTORATION
IN CONCRETE PAVEMENT

NTS



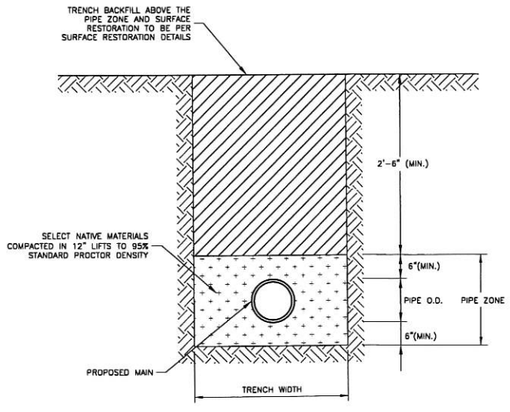
TYPICAL SURFACE RESTORATION
OUTSIDE OF PAVEMENT

NTS



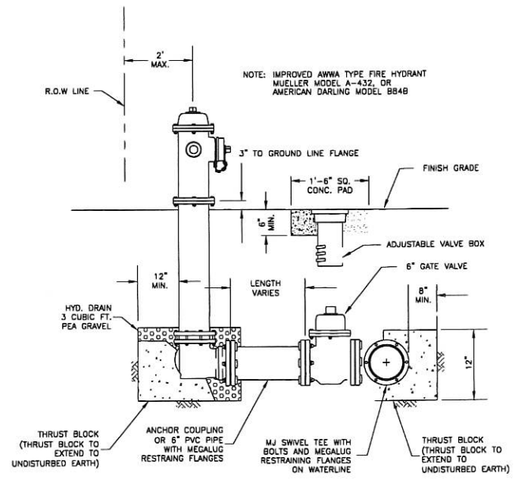
TYPICAL PIPE ZONE BACKFILL
FOR MAINS INSIDE OF PAVEMENT

NTS



TYPICAL PIPE ZONE BACKFILL
FOR MAINS OUTSIDE OF PAVEMENT

NTS



TYPICAL FIRE
HYDRANT INSTALLATION

NTS

O:\Projects 6000 6499\6400\6442\Jefferson County Permits\Water Line Extension – Shellhammer Road\CAD

Date : 3/2021
File Name : Trench Details
File Drawer No. : 6442

STATE OF TEXAS
TOBY J. DAVIS
81919
REGISTERED
PROFESSIONAL ENGINEER

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2615 Calder Avenue, Suite 500
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Phone 409.833.3363
Fax 409.833.0317
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TRINITY BAY CONSERVATION DISTRICT
WATERLINE EXTENSION ALONG SHELLHAMMER ROAD

TRENCH DETAILS

Action	Name	Date
Design	GTG	3/2021
Drawn	RH	3/2021
Checked	GTG	3/2021
Approved	GTG	3/2021
Scale	AS SHOWN	
Sheet	5 of 5	

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Wednesday, March 24, 2021 8:35 AM
To: 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us)
Cc: vpierce@co.jefferson.tx.us; 'dbush@co.jefferson.tx.us'; 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'mfalgout@co.jefferson.tx.us'; ggross@co.jefferson.tx.us; 'pct3sup@co.jefferson.tx.us'; miked@doguetturffarm.com; Bryan Phelps (bryan@brystar.com); ron@brystar.com; 'Ronda Conlin' (rconlin@co.jefferson.tx.us)
Subject: The Cove at Taylor Landing Road Acceptance
Attachments: 2016037036.pdf

Commissioner Sinegal;

Consider and possibly approve acceptance into the County Road System the roads out of the final plat of the Cove at Taylor Landing, recorded in Clerk's File No. 2016037036 of the Official Public Records of Jefferson County, Texas. These roads are located in Precinct No. 3 and are approximately 5,137' (0.97 miles)
Roads are:
Grace Circle – 1,658' (0.31 miles) 6" concrete paved w/curb, gutter and drainage system
Alice Lane – 927' (0.18 miles) 6" concrete paved w/curb, gutter and drainage system
Elizabeth Drive – 1,442' (0.27 miles) 6" concrete paved w/curb, gutter and drainage system
Elizabeth Drive – 1,110' (0.21 miles) asphalt road with open ditch drainage

I will be placing this plat on the Agenda for Tuesday, March 30th , 2021.

If you have any questions please contact either Michelle 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

2016037036

Pg 1 of 2

THE COVE AT TAYLOR LANDING

FORMERLY
LAKE ESTATES SECTION ONE
LAKE ESTATES SECTION TWO
LAKE ESTATES SECTION THREE
LAKE ESTATES SECTION ONE, PHASE TWO
AMENDED FINAL PLAT OF LAKE ESTATES, SECTION TWO
LAKE ESTATES SECTION ONE, PHASE THREE
LAKE ESTATES SECTION THREE
LAKE ESTATES SECTION ONE, PHASE FOUR
LAKE ESTATES SECTION ONE, PHASE FIVE
63.21 ACRES OF LAND AND WATER OUT OF THE
A. HOTCHKISS SURVEY ABSTRACT NO. 31
JEFFERSON COUNTY, TEXAS

Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT LAKE ESTATES, LTD, OWNER OF 63.21 ACRES OF LAND AND WATER OUT OF THE A. HOTCHKISS SURVEY, ABSTRACT NO. 31, JEFFERSON COUNTY, TEXAS AS CONVEYED BY DEED DATED MARCH 28, 1990, AND RECORDED IN FILM CODE NO. 103-10-0870 AND 98-9847894, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, DO HEREBY SUBDIVIDE 63.21 ACRES OF LAND AND WATER OUT OF THE A. HOTCHKISS SURVEY, ABSTRACT NO. 31, TO BE KNOWN AS THE COVE AT TAYLOR LANDING, 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 10 DAY OF November, A.D. 2016

OWNER BRYAN PHELPS, PRESIDENT — OWNER JERRY BRAXTON, VICE PRESIDENT

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRYAN PHELPS (PRESIDENT) AND JERRY BRAXTON (VICE PRESIDENT), KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH AND ARE IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 10 DAY OF November A.D., 2016

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS
MY COMMISSION EXPIRES 10-24-17 (DATE)

Certificate of County Approval, to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE 22nd DAY OF November, A.D. 2016 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, Carolyn Guidry, 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 29th DAY OF November, 2016 AT 2:59 O'CLOCK P.M. AND DULY RECORDED ON THE 29 DAY OF November, 2016 AT 2:59 O'CLOCK P.M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK ____, PAGE 2016037036

Carolyn L Guidry
COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY: Joy Fuentes, Deputy Clerk

Certification of County Director of Engineering:

I, DON RAO, DIRECTOR OF ENGINEERING 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

DIRECTOR OF ENGINEERING

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

ANTHONY M LEGER 5481 REGISTERED PROFESSIONAL LAND SURVEYOR

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR TEXAS, THIS 17th DAY OF November A.D., 2016

CHAIRMAN

ATTESTED AND APPROVED FOR ADMINISTRATION:

SECRETARY

SCALE: 1" = 100'

VICINITY MAP
NO SCALE

- ○ = FOUND 3/8" STEEL ROD
- ⊕ = FOUND BRASS DISK
- o = FOUND 1/2" STEEL ROD CAPPED "SOUTEX"
- ● = SET 1/2" STEEL ROD CAPPED "SOUTEX"
- △ = POINT FOR CORNER
- ⊗ = FOUND SCRIBE MARK ON CONC. BULKHEAD
- B.L. = BUILDING LINE
- U.E. = UTILITY EASEMENT

Development Regulations Note:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:
THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PORT ARTHUR'S AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE FANNETT SCHOOL DISTRICT.

FEMA flood plain note:
PLATTED PARCELS OF THIS SUBDIVISION LIE WITHIN THE BOUNDARIES OF FLOOD ZONE C AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 480385-0250-C DATED 11/20/91. FEMA FLOOD ZONE C DENOTES AREAS OF MINIMAL FLOODING.

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: NONE
WATER UTILITY SERVICE WILL BE PROVIDED BY: DEVELOPER
SEWER UTILITY SERVICE WILL BE PROVIDED BY: SUBDIVISION SEWER FACILITY
CABLE UTILITY SERVICE WILL BE PROVIDED BY: NONE
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.

Pipeline Easement Note:
NO PIPELINE MARKERS WERE OBSERVED ON THE TRACT OF LAND.

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.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N 03°04'21" W (CALLED N 00°36'30" W)	74.93' (CALLED 75.07')
L2	N 23°27'06" E (CALLED N 25°49'55" E)	50.88'
L3	N 88°33'03" W	124.92'
L4	N 23°28'18" E	114.58'
L5	N 03°02'00" E	56.00'
L6	N 03°01'48" E	63.01'
L7	N 85°19'16" E	114.95'
L8	N 90°31'28" E	9.95'
L9	S 78°45'35" E	65.88'
L10	N 67°35'18" E	100.86'
L11	S 85°30'05" E	23.40'
L12	S 18°00'55" E	93.38'
L13	S 74°46'28" E	124.00'
L14	N 03°01'28" W	10.00'
L15	S 03°28'31" E	10.00'
L16	S 87°00'19" W (CALLED S 89°18'34" W)	50.09' (CALLED 50.17')

CURVE TABLE				
CURVE NO.	RAD.	ARC	CHD. BRG.	CHD. DIST.
C1	585.23'	422.74' (CALLED 422.15')	N 86°19'30" E (CALLED N 88°42'41" E)	413.81' (CALLED 413.06')
C2	353.23'	102.78' (CALLED 102.42')	N 37°19'10" E (CALLED N 39°39'55" E)	102.41' (CALLED 102.06')
C3	809.04'	208.24'	N 13°44'22" E	205.28'
C4	370.02'	29.58'	N 00°56'54" E	29.57'
C5	495.02'	36.26'	N 27°11'23" W	36.25'

POINT OF COMMENCING
S.W. CORNER OF
CALLED 235.93 ACRE TRACT

CALLED N 89°18'00" E 1635.55'

POINT OF BEGINNING
N:13895821.12
E:3909750.64

N 87°00'15" E 726.49' (CALLED N 89°22'58" E 728.51')

S 86°53'13" W 676.23'
(CALLED S 89°18'39" W 676.12')

COUNTRY CLUB ROAD

BELLE OAKS GOLF COURSE
F.# 9847894 O.P.R.J.C.
FORMERLY PORT ARTHUR COUNTRY CLUB
CALLED 235.93 ACRE TRACT

S 88°56'27" W 1368.28' (CALLED S 89°18'00" W)

BELLE OAKS GOLF COURSE
F.# 9847894 O.P.R.J.C.
FORMERLY PORT ARTHUR COUNTRY CLUB
CALLED 235.93 ACRE TRACT

BELLE OAKS GOLF COURSE
F.# 9847894 O.P.R.J.C.

N 47°09'08" E 507.15' (CALLED N 49°28'25" E 507.55')

S 32°55'45" E 295.75'

S 48°39'40" E 257.75'

S 54°09'39" E 255.66'

S 50°07'08" E 217.85'

S 32°11'29" E 165.00'

S 78°10'29" E 205.22'

S 03°07'24" E 732.94' (CALLED S 00°44'55" E)
UNDEVELOPED PARCEL
(CALLED 0.3229 ACRES)
F.C. #103-10-0870, O.P.R.J.C.

S 86°53'46" W 993.92' (CALLED S 89°15'05" W 994.36')

FOUND 1" STEEL PIPE

B.C. HEBERT HEIRS CALLED
TWELFTH TRACT
VOL. 31, PG. 86, O.R.J.C.

S 03°23'16" E 516.43'
(CALLED S 01°01'11" E 518.41')

FOUND 1" STEEL PIPE

24136

TAYLOR BAYOU

RESERVE "D"
10.3229 ACRES

RESERVE "A"
0.5787 ACRE
40' R.O.W. DRAINAGE
WATER, SEWER, &
ROADWAY EASEMENT

RESERVE "B"
1.3072 ACRES

RESERVE "C"
0.3502 ACRES

ELIZABETH DRIVE (PRIVATE STREET)
GRACE CIRCLE NORTH (PRIVATE STREET)
GRACE CIRCLE SOUTH (PRIVATE STREET)
ALICE LANE (PRIVATE STREET)

BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 5

LAKE ESTATES SECTION ONE F.# 2009037071 O.P.R.J.C.
LAKE ESTATES SECTION ONE PHASE THREE F.# 2003039744 O.P.R.J.C. LOT 59
AMENDED FINAL PLAT OF LAKE ESTATES SECTION TWO F.# 2009038745 O.P.R.J.C. LOT 4

CANAL
100.00' WIDE CANAL
10' WIDE U.E.
10' WIDE DRAINAGE EASEMENT

ZONE X
ZONE AE(11)
COASTAL 100-yr FLOOD PLAIN

NO.1 GREEN
NO.2 TEE BOX
NO.3 GREEN
NO.4 TEE BOX
NO.5 GREEN

SURVEYORS NOTES

1. BEARINGS, DISTANCES, COORDINATES & ACREAGE ARE BASED ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS-SOUTH CENTRAL ZONE, NAD 83, EPOCH 2011, US SURVEY FEET, 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 "C". 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 11/20/91, PANEL NO. 480385-0250-C
3. BOAT RAMP IN RESERVE "A" IS FOR THE BENEFIT OF THE RESIDENCE LIVING WITHIN THE DEVELOPMENT OF THE COVE AT TAYLOR LANDING

JOB NO. 16-0537	DRAWN BY: T. CHASE	SHEET 1 OF 2

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

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2016037036

MJ 2012

CURVE TABLE				
CURVE NO.	RAD.	ARC	CHD. BRG.	CHD. DIST.
C6	724.04'	65.32'	N 21°06'43" E	65.30'
C7	724.04'	89.89'	N 14°45'11" E	89.83'
C8	724.04'	14.19'	N 03°30'20" E	14.19'
C9	349.00'	117.36'	S 83°17'36" W	116.80'
C10	409.00'	116.63'	S 84°43'47" W	116.24'
C11	485.02'	97.25'	N 07°22'46" W	97.09'
C12	485.02'	97.16'	N 18°58'34" W	97.00'
C13	545.02'	80.01'	N 20°30'56" W	79.94'
C14	545.02'	80.23'	N 12°05'34" W	80.18'
C15	545.02'	80.47'	N 03°32'06" W	80.40'
C16	545.02'	21.40'	N 01°49'10" E	21.40'
C17	784.04'	86.34'	N 06°12'16" E	86.30'
C18	784.04'	86.35'	N 12°24'16" E	86.30'
C19	784.04'	82.36'	N 18°38'26" E	82.33'
C20	784.04'	5.83'	N 21°46'53" E	5.83'
C21	403.23'	66.55'	N 33°15'48" E	66.47'
C22	409.36'	53.74'	N 41°53'42" E	53.70'
C23	835.23'	74.13'	N 48°55'30" E	74.09'
C24	835.23'	365.34'	N 69°38'48" E	379.48'
C25	300.00'	105.97'	N 07°21'29" W	105.42'
C26	400.00'	101.21'	N 10°12'20" E	100.94'
C27	400.00'	38.90'	N 20°27'08" E	38.88'
C28	543.41'	28.88'	N 25°07'09" E	28.85'
C29	543.41'	117.87'	N 31°55'12" E	117.64'
C30	543.41'	70.83'	N 41°45'54" E	70.78'
C31	44.42'	9.69'	S 31°37'46" W	9.67'
C32	44.42'	45.80'	S 02°41'16" E	44.68'
C33	44.42'	39.05'	S 58°49'46" E	37.80'
C34	276.00'	272.03'	N 58°41'12" E	261.15'
C35	21.00'	34.84'	S 78°06'41" W	31.05'
C36	182.00'	282.82'	N 84°25'02" E	240.42'
C37	190.00'	577.10'	N 43°55'07" W	379.48'
C38	185.00'	284.40'	S 88°53'33" E	257.21'
C39	125.00'	113.49'	S 18°50'33" E	109.63'
C40	415.48'	330.21'	N 13°36'08" W	321.59'
C41	45.00'	60.21'	S 01°37'27" W	55.81'
C42	145.00'	75.58'	S 25°17'00" W	74.73'
C43	145.00'	117.48'	S 13°37'01" E	114.30'
C44	315.48'	125.34'	N 24°57'30" W	124.52'
C45	315.48'	121.95'	N 02°30'06" W	121.19'
C46	225.00'	110.28'	S 03°44'19" E	109.16'
C47	225.00'	75.48'	S 27°13'03" E	75.13'
C48	285.00'	136.58'	S 24°54'01" E	135.28'
C49	285.00'	44.91'	S 73°11'07" E	44.86'
C50	285.00'	285.93'	N 75°34'10" E	256.39'
C51	90.00'	275.13'	N 44°14'10" W	179.84'
C52	82.00'	106.70'	N 88°08'17" E	99.33'
C53	121.00'	181.51'	S 88°06'06" W	149.78'
C54	121.00'	43.93'	S 39°28'48" W	43.69'
C55	178.00'	32.28'	N 35°47'10" E	32.21'
C56	178.00'	113.31'	N 59°28'48" E	111.36'
C57	75.00'	21.71'	S 78°37'45" W	21.64'
C58	75.00'	50.00'	S 51°41'13" W	49.08'
C59	75.00'	46.55'	S 14°21'30" W	45.80'
C60	120.00'	38.08'	N 07°15'28" E	37.92'
C61	120.00'	149.82'	N 50°28'47" E	140.28'
C62	28.23'	22.88'	S 68°29'36" E	22.16'
C63	27.51'	38.00'	S 04°45'38" E	35.01'
C64	843.41'	145.35'	N 29°17'01" E	145.04'
C65	500.00'	98.31'	N 18°33'29" E	98.15'
C66	500.00'	89.23'	N 08°06'47" E	89.11'
C67	400.00'	81.80'	N 03°01'20" W	81.65'
C68	400.00'	100.01'	N 15°34'03" W	99.75'
C69	267.68'	29.58'	N 28°43'52" W	29.56'
C70	267.68'	93.02'	N 41°51'08" W	92.55'
C71	257.12'	44.79'	S 40°38'08" E	44.73'
C72	50.00'	53.46'	S 48°36'37" E	52.58'
C73	500.00'	82.15'	N 14°24'39" W	82.06'
C74	500.00'	86.80'	N 04°44'31" W	86.69'
C75	500.00'	40.63'	N 02°33'34" E	40.62'
C76	100.00'	9.03'	N 10°58'00" E	9.03'
C77	100.00'	8.99'	N 15°02'47" E	8.99'
C78	50.00'	65.31'	S 40°55'04" W	60.78'
C79	50.00'	30.31'	S 13°44'36" E	29.84'
C80	50.00'	35.17'	S 51°31'11" E	34.45'
C81	50.00'	48.58'	N 80°30'13" E	46.68'
C82	50.00'	31.96'	N 34°14'04" E	31.42'
C83	50.00'	50.27'	N 12°52'24" W	48.18'
C84	150.00'	25.38'	N 13°46'39" E	25.35'
C85	50.00'	55.02'	S 81°42'04" E	52.28'
C86	50.00'	54.82'	N 58°13'57" E	52.12'
C87	50.00'	41.19'	N 00°22'10" E	40.03'
C88	50.00'	47.41'	N 50°53'54" W	45.65'
C89	50.00'	82.70'	S 66°24'30" W	58.67'
C90	550.00'	34.28'	N 03°16'28" E	34.27'
C91	550.00'	95.33'	N 03°28'36" W	95.21'
C92	550.00'	95.22'	N 13°23'25" W	95.10'

THE COVE AT TAYLOR LANDING
63.21 ACRES OF LAND AND WATER
OUT OF THE A. HOTCHKISS SURVEY, ABSTRACT NO. 31,
JEFFERSON COUNTY, TEXAS

BEING 63.21 acres of land and water, replat of Lake Estates Section One, recorded in File No. 2005007071, Lake Estates Section Two, recorded in File No. 2006007888, Lake Estates Section Three, recorded in File No. 2006036743, Lake Estates Section One Phase Two, recorded in File No. 2006007885, Amended Final Plat of Lake Estates Section Two, recorded in File No. 2006036745, Lake Estates Section One Phase Three, recorded in File No. 2006036744, Lake Estates Section One Phase Four, recorded in File No. 2006036742, and Lake Estates Section One Phase Five, recorded in File No. 2006036741, Official Public Records, Jefferson County, Texas;

Save and Except Lots 10, 11 and 12, Lake Estates Section One, recorded in File No. 2005007071, Lot 55, Lake Estates Section One Phase Three, recorded in File No. 2006036744, Lot 2, Lake Estates Section Three, recorded in File No. 2006036743, and Lot 4, Amended Final Plat of Lake Estates Section Two, recorded in File No. 2006036745, Official Public Records, Jefferson County, Texas; said 63.21 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

COMMENCING at a point being the Southwest corner of a (Called 235.93) acre tract of land conveyed to Belle Oaks Golf Course, recorded in File No. 9547694, Official Public Records, Jefferson County, Texas;

THENCE, (Called North 89 deg., 18 min., 00 sec., East), on the South line of the (Called 235.93) acre tract, a distance of (Called 1835.55') to a ½" steel rod, capped and marked "SOUTEX", found for the POINT OF BEGINNING; said ½" steel rod being the Southwest corner of the herein described tract; having a State Plane Coordinate of N: 13885821.12, E: 3509780.64;

THENCE, North 03 deg., 04 min., 21 sec., West (Called North 00 deg., 36 min., 30 sec., West), a distance of 74.93' (Called 75.07') to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, North 87 deg., 00 min., 15 sec., East (Called North 89 deg., 22 min., 58 sec., East), a distance of 726.49' (Called 726.51') to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, on the arc of a curve to the left having a radius of 585.23', an arc length of 422.74' (Called 422.15'), a chord bearing of North 66 deg., 19 min., 30 sec., East (Called North 66 deg., 42 min., 41 sec., East), a chord distance of 413.61' (Called 413.08') to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, North 45 deg., 37 min., 37 sec., East (Called North 48 deg., 00 min., 06 sec., East), a distance of 126.18' (Called 127.49') to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, on the arc of a curve to the left having a radius of 353.23', an arc length of 102.78' (Called 102.42'), a chord bearing of North 37 deg., 19 min., 10 sec., East (Called North 39 deg., 39 min., 55 sec., East), a chord distance of 102.41' (Called 102.06') to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, North 23 deg., 27 min., 06 sec., East (Called North 25 deg., 49 min., 35 sec., East), a distance of 61.88' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, North 66 deg., 33 min., 03 sec., West, a distance of 9.82' passing a ½" steel rod, capped and marked "SOUTEX", found for reference point; continuing for a total distance of 124.92' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, North 23 deg., 28 min., 18 sec., East, a distance of 114.58' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, on the arc of a curve to the left having a radius of 609.04', an arc length of 206.24', a chord bearing of North 13 deg., 44 min., 22 sec., East, a chord distance of 205.26', to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, North 03 deg., 02 min., 00 sec., East, a distance of 58.00' to a 3/8" steel rod found for corner;

THENCE, North 03 deg., 01 min., 49 sec., East, a distance of 63.01' to a 3/8" steel rod found for corner;

THENCE, North 02 deg., 54 min., 01 sec., East, a distance of 346.49' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, on the arc of a curve to the left having a radius of 370.02', an arc length of 29.58', a chord bearing of North 00 deg., 56 min., 54 sec., East, a chord distance of 29.57' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, North 85 deg., 19 min., 16 sec., East, a distance of 114.95' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, North 50 deg., 31 min., 28 sec., East, a distance of 9.95' to a ½" steel rod, capped and marked "ACCESS", found for corner;

THENCE, on the arc of a curve to the left having a radius of 495.02', an arc length of 38.26', a chord bearing of North 27 deg., 11 min., 23 sec., West, a chord distance of 38.25' to a ½" steel rod, capped and marked "ACCESS", found for corner;

THENCE, South 76 deg., 45 min., 35 sec., East, a distance of 65.88' to a ½" steel rod found for corner;

THENCE, North 67 deg., 35 min., 18 sec., East, a distance of 100.86' to a ½" steel rod, capped and marked "ACCESS", found for corner;

THENCE, North 28 deg., 44 min., 43 sec., West (Called North 26 deg., 21 min., 34 sec., West), a distance of 381.23' (Called 381.15') to a ½" steel rod, capped and marked "ACCESS", found for corner;

THENCE, North 47 deg., 08 min., 06 sec., East (Called North 49 deg., 28 min., 23 sec., East), a distance of 507.15' (Called 507.52') to a point for corner on the Southwesterly line of Taylor Bayou; said point for corner being the most Northerly corner of the herein described tract;

THENCE, the following bearings and distances on the Southwesterly line of Taylor Bayou:

South 85 deg., 30 min., 05 sec., East, 23.40' to a point for corner;

South 55 deg., 55 min., 45 sec., East, 295.75' to a point for corner;

South 46 deg., 32 min., 40 sec., East, 257.25' to a point for corner;

South 54 deg., 09 min., 38 sec., East, 255.88' to a point for corner;

South 59 deg., 07 min., 08 sec., East, 217.85' to a point for corner;

South 18 deg., 00 min., 55 sec., East, 93.35' to a point for corner;

South 74 deg., 49 min., 29 sec., East, 124.00' to a point for corner;

South 52 deg., 11 min., 29 sec., East, 185.00' to a point for corner;

South 78 deg., 10 min., 29 sec., East, 205.22' to a point for corner being the Northeast corner of the herein described tract;

THENCE, South 03 deg., 07 min., 24 sec., East (Called South 00 deg., 44 min., 55 sec., East), a distance of 732.94' to a point for corner on the North line of a tract of land conveyed to B. C. Hebert Heirs, recorded as 12th Tract in Volume 31, Page 88, Deed Records, Jefferson County, Texas; said point for corner being the most Easterly Southeast corner of the herein described tract;

THENCE, South 86 deg., 53 min., 46 sec., West (Called South 89 deg., 15 min., 05 sec., West), on the North line of said 12th Tract, a distance of 993.92' (Called 994.36') to a 1" steel pipe found for an angle point on the North line of said 12th Tract; said 1" steel pipe being an interior corner of the herein described tract;

THENCE, South 03 deg., 23 min., 19 sec., East (Called South 01 deg., 01 min., 11 sec., East), continuing on the North line of said 12th Tract, a distance of 518.43' (Called 518.41') to a 1" steel pipe found for an angle point on the North line of said 12th Tract; said 1" steel pipe being an exterior corner of the herein described tract;

THENCE, South 86 deg., 56 min., 27 sec., West (Called South 89 deg., 18 min., 00 sec., West), continuing on the North line of said 12th Tract, a distance of 1388.26' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

THENCE, North 03 deg., 01 min., 28 sec., West, a distance of 10.00' to a point for corner;

THENCE, South 86 deg., 53 min., 13 sec., West (Called South 89 deg., 18 min., 39 sec., West), continuing on the North line of said 12th Tract, a distance of 676.23' (Called 676.12') to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 03 deg., 28 min., 31 sec., East, a distance of 10.00' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

THENCE, South 87 deg., 00 min., 19 sec., West (Called South 89 deg., 18 min., 34 sec., West), a distance of 50.09' (Called 50.17') to the POINT OF BEGINNING and containing 63.21 acres of land and water, more or less.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on January 1, 2016.

Mid-County Lake Developers, Inc.
Brian Phelps, President
Jerry Braxton, Vice-President
LS-16-0537

JOB NO. 16-0537 | DRAWN BY: T. CHASE | SHEET 2 OF 2

ANTHONY M. LEGER 5481 REGISTERED LAND SURVEYOR

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

Resolution

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

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 30th day of March, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following resolution was adopted.

WHEREAS, Ray S. Chesson was elected to the position of Justice of the Peace, Pct #4 of Jefferson County in November of 1996; and

WHEREAS, Ray S. Chesson has dedicated his life to the position of Justice of the Peace Pct #4 for 24 years and 4 months, upholding all of the laws of this county and state with fairness and integrity; and

WHEREAS, Ray S. Chesson has served as a certifier and registrar for Vital Statistics birth and death records for the State of Texas. He dutifully kept up with new training and guidelines so that he could perform this role to the best of his ability; and

WHEREAS, Ray S. Chesson worked well with local law enforcement and local hospitals to perform death inquests during all hours of the day and night, sacrificing many hours of sleep over the years. He sacrificed this time without complaint, knowing that he was helping families during the worst times of their lives; and

WHEREAS, Ray S. Chesson held his office staff to the highest standards, making sure that his office ran efficiently and smoothly. He insisted that his staff continuously go above and beyond their roles in order to better serve this community and the county; and

WHEREAS, Ray S. Chesson has earned the respect of fellow elected officials, local law enforcement, his constituents and the members of his staff by performing his duties as Justice of the Peace with dignity and honor; and

WHEREAS, Ray S. Chesson has been devoted to helping his community in the role of Justice of the Peace, as well as performing duties as an EMT and volunteer firefighter. He is respected throughout his community and the county for all of his hard work and dedication. He will be missed by all.

NOW THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend Ray S. Chesson for his dedicated service as an elected official of Jefferson County and wishes him well in his retirement.

SIGNED this 30th of March, 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward J. Cockrell, Sr.,
Chief Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Loma George
County Judge's Office

From: Edward J. Cockrell, Sr EC
Chief Juvenile Probation Officer

Date: March 24, 2021

Re: **Commissioners' Court Agenda, March 30, 2021**

Please place the following item on the Commissioners' Court agenda for March 30, 2021.

Juvenile Probation

Receive and File the Jefferson County Juvenile Board's Inspection and Certification of the Juvenile Detention Facilities at the Minnie Rogers Juvenile Justice Center as per Title 3, Texas Family Code, Section 51.12(c).

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

March 23, 2021

Honorable Commissioner's Court
Jefferson County Courthouse
Beaumont, Texas 77701

Re: Jefferson County Juvenile Detention Facility

Gentlemen:

We, the undersigned, being the membership of the Jefferson County Juvenile Board, did on the 23rd day of March, personally inspect the detention facilities of the Jefferson County Juvenile Detention Facility at 5326 Hwy. 69 South, Beaumont, Texas, and do hereby certify as to the following:

1. That said facilities, in accordance with Title 3, Texas Family Code, Section 51.12(c), are suitable for detaining 48 juveniles (capacity);

2. That the facilities are operated in accordance with standards for Juvenile Detention Facilities, as promulgated by the Texas Juvenile Justice Department;

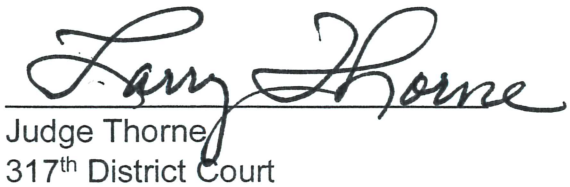
3. That said Board has reviewed the Annual Report as prepared by the facility administrator and;

4. That said facilities are now certified by this Board for 365 days.

Respectfully submitted,

Jefferson County Juvenile Board

Juvenile Board



Judge Thorne
317th District Court

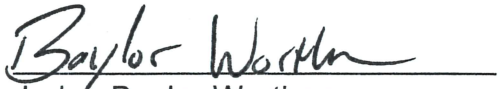
Judge Randy Shelton
279th District Court

Judge Raquel West
252nd District Court

Judge Mitch Templeton
172nd District Court

Judge Justin Sanderson
60th District Court

Judge Kent Walston
58th District Court



Judge Baylor Wortham
136th District Court

Judge John Stevens
Criminal Court

Judge Jeff Branick
County Judge

AGENDA ITEM **March 30, 2021**

Consider and possibly approve out-of-state travel for Leslie Riggs, RN, FNP-C to travel to Destin, Florida- June 8-11, 2021 for CME conference that provides hours of continuing education required. This is budgeted and is not provided locally.

Out of State Travel Request

Date: 03/23/2021

Department: Jefferson County Employee Health

Department Head: Leslie Riggs, RN, FNP-C

I am requesting out of state travel to the CME Conference in Destin Florida "Skin, Bones, Hearts and Private Parts". Due to Covid-19 all in person conferences were cancelled last year and the usual one that I attend has cancelled for this year as well. I plan to include this conference with additional personal vacation time.

Q. Is the trip budgeted?

A. Yes, Expenses for the conference are in the budget under continuing education

Q. Is the training mandatory or does the training directly impact the employee's assigned job duties?

A. The training provides continuing education hours that are required by AANP and TX Board of Nurses to maintain licensure. The training will impact and educate the Nurse Practitioner and her ability to provide current, safe and competent health care.

Q. Does the benefit appear to be worth the cost?

A. The benefit of the conference is worth the cost.

Q. Is the training available locally or within Texas at a lower cost?

A. This specialty training is not provided locally or within Texas at a lower cost this year. All conferences I have searched for in Texas have been cancelled or are being offered virtually. The Conference is to train family health care providers with additional information and techniques to treat female issues, bone disease, skin conditions and heart disease. The conference is 4 days and will allow me to fulfill all of my required CEU hours for this year. It also contains the latest medications and research in the specific topic areas. 28 total CEUs

Thank you for your consideration.
Leslie Riggs, RN, FNP-C
Employee Health Department

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 30th day of March, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, ***Grace A. Cook***, has devoted 13 years and 6 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Grace A. Cook***, has dedicated her talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, ***Grace A. Cook,*** has pledged her services as a Corrections Officer, working in the dorms and in Visitation at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to emergency situations involving the evacuation of inmates for hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Grace A. Cook,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Grace A. Cook,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Grace A. Cook***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 30th day of March, 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PRICE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, March 30, 2021

There being no further business to come before the Court at this time, same is now here adjourned on this date, March 30, 2021