SPECIAL, 10/26/2021 10:30:00 AM

BE IT REMEMBERED that on October 26, 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

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 October 26, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **26th** day of **October 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 regarding matters that require consultation with legal counsel pertaining to pending litigation.

10:00 a.m.- WORKSHOP- Consider and receive information from Human resources regarding revisions to the "Personnel Policies Practices and Procedures Manual" for Section 11.8 – Paid Quarantine Leave for Peace Officers and Detention Officers in accordance with TX HB 2073.

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. Consider and approve award, and execute, receive and file contract for Invitation for Bid (IFB 21-052/JW) Airfield Marking Rehabilitation for the Jack Brooks Regional Airport with Hi-Lite Airfield Services, LLC. for a total amount of $205,138.00. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 12 - 253

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 award, and execute, receive and file contract for Request for Statements of Qualification (RFQ 21-014/JW) Professional Engineering Services for Drainage Improvements: Drainage Ditch 110-B and Drainage Ditch 107 (Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County with Whiteley Oliver Engineering, LLC. for a total amount not to exceed $186,000.00 in accordance with Texas General Land Office Contract No. 20-065-121-C408; and pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 254 - 433

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 award, execute, receive and file contract for Request for Proposals (RFP 21-050/DC), Grant Administration for American Rescue Plan Act 2021 for Jefferson County with Tidal Basin Government Consulting, LLC; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 434 - 446

Action: TABLED

4. Consider and approve, execute, receive and file Task Order for (RFP 21-024/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County with Tidal Basin Government Consulting, LLC.to provide grant management advice for the Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA) grant, and/or the Hazard Mitigation Grant Program (HMGP) for a total estimate not to exceed $17,500.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 447 - 448

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, execute, receive and file professional service agreement (PROF 21-068/DC) with LJA Engineering for environmental consulting services for the Jack Brooks Regional Airport with a lump sum of $3,800.00.

SEE ATTACHMENTS ON PAGES 449 - 452

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, and execute Letter of Authorization (LOA) to Master Agreement TX2012.004 between Jefferson County and Manatron, Inc. (a business of 'Aumentum Technologies' or 'Aumentum Tech') for services to load 9 index book images and set up and configure software for recorder and PA to display images in the amount of $7,700.00; in accordance with DIR Contract Number DIR-LGL-CALIR-02.

SEE ATTACHMENTS ON PAGES 453 - 454

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, execute, receive and file Amendment No. 6 to Request for Proposal (RFP 13-028/JW), Inmate Telephone Service for Jefferson County with Global Tel*Link Corporation. This amendment will extend the contract from November 2, 2021 for additional thirty (30) day terms until either party notifies the other in writing of its intention not to renew the agreement with at least thirty (30) days' notice prior to the expiration of the term.

SEE ATTACHMENTS ON PAGES 455 - 457

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 disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 458 - 459

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

CONSTABLE PRECINCT 1:

9. Consider and possibly approve the hiring of Howard Sylve III as Chief Deputy with Jevonne Pollard Constable Precinct One in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 460 - 460

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

COUNTY AIRPORT:

10. Consider, possibly approve and authorize the County Judge to execute a Lease Amendment between Jefferson County and the General Services Administration. The amendment incorporates FAR Clause 52.223-99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors into the lease, to help decrease the spread of COVID-19.

SEE ATTACHMENTS ON PAGES 461 - 474

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

COUNTY AUDITOR:

11. Consider and approve FY 2022 budget transfer – Beaumont Maintenance - additional cost for van.

120-6083-416-6007	AUTOMOBILES	$1,500.00	
120-6083-416-4009	BUILDINGS AND GROUNDS		$1,500.00

SEE ATTACHMENTS ON PAGES 475 - 477

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

12. Consider and approve the Certified Roll Jurisdiction Summary Resolution for the tax roll for tax year 2021 for Jefferson County.

SEE ATTACHMENTS ON PAGES 478 - 479

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

13. Regular County Bills – check #488155 through check #488383.

SEE ATTACHMENTS ON PAGES 480 - 489

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

ADDENDUMS

14. Receive and file Articles of Agreement between Jefferson County,Texas and The Jefferson County Sheriff's Association for the periodOctober 12, 2021 – September 30, 2025.

SEE ATTACHMENTS ON PAGES 490 - 563

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

COUNTY COMMISSIONERS:

15. Consider and possibly approve a Resolution to Cast Votes in the election of the Board of Directors of the Jefferson Central Appraisal District for the 2022-2023 Term of Office as Provided by Sec. 6.03 (f) of the Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 564 - 564

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

16. Receive and file executed Texas Historical Commission Antiquities Permit Application Form Archeology for the ExxonMobil Connector Pipeline Project.

SEE ATTACHMENTS ON PAGES 565 - 574

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

17. Consider and possibly approve action on Interlocal agreements with the Cities of Beaumont and Port Arthur.

    with conditions

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

18. Consider and possibly authorize the County Judge to execute an Amendment to Agreement between Jefferson County and Global Tel*Link Corporation (GTL) for inmate phone services at the County Jail.

    Item considered under Purchasing Item G

    SEE ATTACHMENTS ON PAGES 575 - 579

    Action: NONE

ENGINEERING:

19. Execute, receive and file Pipeline Permit 05-P-21 to Kinder Morgan to repair and replace pipeline under Club Road. This project is located in Precinct 4.

    SEE ATTACHMENTS ON PAGES 580 - 594

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

HUMAN RESOURCES:

20. Consider and possibly approve and receive and file revisions to the "Personnel Policies Practices and Procedures Manual" for Section 11.8 – Paid Quarantine Leave for Peace Officers and Detention Officers in accordance with TX HB 2073.

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

21. Consider and possibly approve granting extended leave without pay for up to 90 days for Shedrick Evans, an employee of Road & Bridge Pct. 4.

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

RISK MANAGEMENT:

22. Consider and possibly approve vehicle insurance renewal with National Liability and Fire Insurance Company for the Health and Welfare Department's Mobile Medical Unit, effective December 3, 2021, for an annual premium of $6,781.00 (a 2% increase from 2020).

SEE ATTACHMENTS ON PAGES 595 - 608

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

SHERIFF'S DEPARTMENT:

23. Consider and possibly approve, authorizing the Jefferson County Judge to execute an Inter-Governmental Agreement between Jefferson County Sheriff Office and The United Sates Department of Justice Federal Bureau of Prisons/Federal Correctional Complex of Beaumont, Texas. The agreement is pursuant to relevant authority contained in federal and state law appropriate to the nature and cope of the emergency, including the Robert T. Stafford Disaster Relief and Emergency assistance Act, 42 U.S.C. Chapter 68, “Stafford Act”, e.g. § 5170. This agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party’s resources alone are, or may be, inadequate to maintain the safety and security of the public, each party’s prisoners and/or each party’s staff.

SEE ATTACHMENTS ON PAGES 609 - 615

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

24. Consider and possibly approve a Resolution recognizing Nicole L. Manuel, for 23 years and 9 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 616 - 616

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

25. Consider and possibly approve out-of-state travel for Sheriff Zena Stephens and Major Marcia Guillory to Seminole, Florida, October 26-28, 2021. The purpose of the travel is for a training summit hosted by Smart Communications; technology that the Sheriff's Office currently uses. The training will feature Investigative Technologies, Contraband Elimination Technologies, Grievances, Education and Re-Entry Strategies. Training and Lodging is of no cost to the county.

SEE ATTACHMENTS ON PAGES 617 - 618

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

26. Consider and possibly approve a Resolution recognizing Scott D. Peppo, for 13 years and 11 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 619 - 619

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

_____

Jeff R. Branick
County Judge

CONTRACT

THIS AGREEMENT made this **26th** day of **October**, **2021**, by and between **Hi-Lite Airfield Services, LLC**. a Corporation organized and existing under the laws of the State of Texas hereinafter called the "**CONTRACTOR**", and Jefferson County, Texas hereinafter called the "**OWNER**."

W I T N E S S E T H:

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

ARTICLE 1. Statement of Work.
The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **Airfield Marking Rehabilitation** in strict accordance with the Contract Documents.

ARTICLE 2. **The Contract Price.**
The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the **Base Bid, not to exceed a total contract value of: TWO HUNDRED FIVE THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS and ZERO CENTS ($205,138.00)** subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL PROVISIONS.

ARTICLE 3. **Contract Time.**
The Contractor agrees to begin work on the date stipulated by the Owner's "Notice to Proceed" and to complete the work within **TWENTY-ONE (21)** consecutive calendar days thereafter (except as modified in accordance with the GENERAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the PROPOSAL of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following **ATTACHMENTS A-O**:

A. **ATTACHMENT A:** Advertisement and Invitation for Bid (**Pages A1 - A2**)
B. **ATTACHMENT B:** Instructions to Bidders (**Pages B-1 - B-34**)
C. **ATTACHMENT C:** Contractor's Bid Proposal (**Pages C-1 - C-7**)
D. **ATTACHMENT D:** Statement of Bidder's Qualifications (**Pages D-1 - D-20**)
E. **ATTACHMENT E:** DBE Participation and Residence Certification Reporting (**Pages E-1 - E-7**)
F. **ATTACHMENT F:** Bid Surety (**Pages F-1 - F-2**)
G. **ATTACHMENT G:** Certificate of Insurance (**Page G-1 - G-2**)
H. **ATTACHMENT H:** General Provisions (FAA AC 150/5370-10H) (**Pages H-1 - H-39**)
I. **ATTACHMENT I:** Special Provisions (**Pages I-1 - I-35**)
J. **ATTACHMENT J:** Addendum No. 1 and Addendum No. 2 (**Pages J-1 - J-7**)
K. **ATTACHMENT K:** Wage Rates (**Pages K-1 - K-8**)
L. **ATTACHMENT L:** Change Order Form (**Page L-1**)
M. **ATTACHMENT M:**Technical Specifications (**Pages M-1 - M-26**)
N. **ATTACHMENT N:** Construction Drawings (**Pages N-1 - N-26**)
O. **ATTACHMENT O:** Documentation: SAM Status, Divestment, FORM 1295 (**Pages O-1 - O-9**)

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

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

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

Hi-Lite Airfield Services, LLC.

(Contractor)

By (Signature): _____

Printed Name: Kelly Spinner

Title: Vice President of Finance

20128 NYS Rt 12 F Watertown, NY 13601
(Street) (City) (Zip)

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST
DATE 10/24/24

Jefferson County, Texas

(Owner)

By (Signature): _____

Printed Name: **Jeff R. Branick**

Title: **Jefferson County Judge**

1149 Pearl Street, First Floor, Beaumont, TX 77701

(Street) (City) (Zip)

ATTACHMENT A

ADVERTISMENT/INVITATION FOR BID

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids
August 3, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 21-052/JW) Airfield Marking Rehabilitation for the Jack Brooks Regional Airport**. Information for this project may be obtained from the Purchasing Department's website at: https://www.co.jefferson.tx.us/Purchasing/ or by calling (409) 835-8593.This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

Specifications, plans, and bidding documents can be obtained from CivCast website at: https://www.civcastusa.com Project ID is BPT_21-052/JW.

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:	**Airfield Marking Rehabilitation for the Jack Brooks Regional Airport**
BID NO:	**IFB 21-052/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 1, 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 10:00 AM CT on Wednesday, August 18, 2021** in the Airport Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. **This conference will be the Bidder's only opportunity to view secured areas of the project.**

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 requirements should be directed to Jamey West, Assistant Purchasing Agent, at 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.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish:
August 4, 2021 & August 11, 2021
Beaumont Enterprise and Port Arthur News

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

ATTACHMENT B

INSTRUCTIONS TO BIDDERS

Completed and Submitted by CONTRACTOR

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, Monday, August 23, 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 will implement any precautionary measures recommended by the CDC within its facilities.

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 at https://www.co.jefferson.tx.us/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

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.

FEMA and FEDERAL MANDATED CONTRACT PROVISIONS

It is not the intention of the sponsor to incorporate all provisions in this section into the resultant contract. Some of the provisions listed in this section are not applicable to the resultant contract and are identified in this section so that bidders are made aware of what terms will be included in the contract.

BREACH OF CONTRACT TERMS/REMEDIES

a. **Source**

2 C.F.R. Part 200, Appendix II(A).

b. **Applicability**

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

All AIP and other Federally Assisted contracts over $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.

TERMINATION FOR CAUSE AND CONVENIENCE

a. **Source**

2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.**

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

All AIP and other Federally Assisted contracts over $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.

EQUAL EMPLOYMENT OPPORTUNITY

a. **Source**

2 C.F.R. Part 200, Appendix II(C), Executive Order 11246, 41 CFR § 60-1.4, and 41 CFR § 60-4.3

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

b. **Standard.**

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a ***construction clause*** and a ***specification clause***. The construction clause will be incorporated into all construction contracts as a result of this solicitation.

c. **Applicability.**

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

All AIP and other Federally Assisted contracts over $10,000 must address equal opportunity clauses.

Contract Types:

- **Construction Contracts:** Must include contract and specification language in all construction contracts and subcontracts.
- **Equipment**: Must include contract and specification language into all equipment contracts that involve installation of equipment onsite (e.g. electrical vault equipment and security systems), however it does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite (e.g. vehicles and tractors).
- **Professional Services**: Must include contract and specification language into all professional service contracts.

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

Construction Clause:

Equal Opportunity 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 send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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.
5. 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.
6. 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.
7. 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.

Required Language. The regulation at 41 C.F.R. Part 60-4.3 requires the insertion of the following contract clause.

Specification Clause:

Equal Opportunity Clause

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

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of

their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
   c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
   g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
   h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
   i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee

identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

DAVIS-BACON ACT

a. **Source**

2 CFR § 200 Appendix II (D) 29 CFR Part 3 & 5

40 U.S.C. §§ 3141-3144 and 3146-3148

b. **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 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.

c. **Applicability.**

The Davis-Bacon Act applies to the FAA AIP Grant Program, 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.

COPELAND ANTI-KICKBACK ACT

a. **Source.**

2 CFR § 200 Appendix II (D) 29 CFR Part 3 & Part 5

b. **Standard.**

Recipient and sub-recipient 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").

c. **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.

d. **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.

e. **Compliance with 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."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. **Source**

2 CFR § 200 Appendix II (E) 29 CFR Part 5 40 USC § 3701 - 3708

b. **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.

c. **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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. **Source**

2 CFR § 200 Appendix II (F) 37 CFR § 401

b. **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).

c. **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."

d. **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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. **Source**

2 CFR § 200 Appendix II (G) 29 CFR Part 5

b. **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).

c. **Applicability.**

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

d. **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.

e. **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.

DEBARMENT AND SUSPENSION

a. **Source**

2 CFR Part 180 (Subpart C)	2 CFR Part 300
2 CFR Part 1200	DOT Order 4200.5

b. **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).

c. **Applicability.**

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

d. **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.

e. **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.

BYRD ANTI-LOBBYING AMENDMENT

a. **Source**

2 CFR § 200 Appendix II (J)	31 USC § 1352 – Byrd Anti-Lobbying Amendment
49 CFR Part 20, Appendix A	44 CFR Part 18

b. **Applicability.**

This requirement applies to all Federal and 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.

PROCUREMENT OF RECOVERED MATERIALS

a. **Source**

2 CFR § 200 Appendix (J)	Solid Waste Disposal Act
40 CFR Part 247	2 CFR § 200.322

b. **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.

c. **Applicability.**

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

d. **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:

ACCESS TO RECORDS

a. **Source**

2 CFR 200.333 to 200.336 FAA Order 5100.38

b. **Standard.**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing Federal agency access to records, accounts, documents, information, facilities, and staff. Recipients must give Federal Agencies 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.

c. **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.

d. **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.

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."

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.

"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."

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."

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."

AFFIRMATIVE ACTION REQUIREMENT

a. **Source**

41 CFR Part 60-4 Executive Order 11246 FAA Order 5100.38

b. **Standard.**

Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area and Standard Metropolitan Statistical Area as established in Volume 45 of the Federal Register dated 10/03/1980. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

c. **Applicability**

The following Mandatory Text apply to this contract:

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000.
- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).
- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds $10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

   a. Goals for minority participation for each trade: 1.95%

   b. Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the

name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

BUY AMERICAN REQUIREMENT

a. **Source**

49 USC 50101

b. **Standard.**

The buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

c. **Applicability**

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

DISTRACTED DRIVING

a. **Source**

2 CFR §200.67 Executive Order 13513 DOT Order 3902.10

b. **Standard**

The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

c. **Applicability**

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

a. **Source**

2 CFR § 200 Appendix II (H)

b. **Applicability**

The Energy Conservation Requirements of 2 CFR 200 Appendix II (H) requires this provision on energy efficiency.

Contract Types: The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Contractor and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

FAIR LABOR STANDARDS ACT

a. **Source**

29 USC 201

b. **Applicability**

The U.S. Department of Labor Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types: Per the DOL, all employees of certain enterprises having workers engaged in interstate commerce, the production of goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

The sponsor must include this provision in all AIP and Federally funded contracts:

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the FLSA, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, record keeping, and child labor standards for full and part-time workers.

The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the US DOL – Wage and Hour Division.

DRUG FREE WORKPLACE REQUIREMENTS

a. **Source**

49 CFR Part 32 Drug-Free Workplace Act of 1988 (41 USC 701)

b. **Applicability**

The Drug-Free Workplace Act of 1988 requires some Federal Contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does NOT apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

This provision applies to all AIP funded projects, but not to the contracts between Jefferson County and any contractor, subcontractor, supplier, or subgrantee.

DISADVANTAGED BUSINESS ENTERPRISE – DBE

a. **Source:**

49 CFR part 26

b. **Applicability:**

A sponsor that anticipates awarding $250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that

the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 and the award and administration of Department of Transportation-assisted contracts. Failure by contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the owner deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

FOREIGN TRADE RESTRICTIONS

a. **Source**

49 USC § 50104 49 CFR part 30

b. **Applicability**

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision: Jefferson County must use the certification language below as prescribed in 49 CFR part 30, in all contracts and subcontracts without modification:

Trade Restriction Clause

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

a. **Source.**

29 CFR part 1910

b. **Applicability**

All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

The following language meets the intent of this requirement:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TAX DELINQUENCY AND FELONY CONVICTIONS

a. **Source.**

Sections 415 & 416 of Title IV, Division L of Consolidated Appropriations Act, 2014

DOT Order 4200.6

b. **Applicability**

Jefferson County must ensure that no funding goes to any contractor who:

1. Has been convicted of a Federal felony within the last 24 months; or
2. Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

This provision applies to all contracts funded in whole or part with AIP

VETERAN'S PREFERENCE

a. **Source**

49 USC § 47112(c)

b. **Applicability**

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

The following language will be incorporated into all AIP funded construction contracts:

Veterans Preference:

In the employment of labor, excluding executive, administrative, and supervisory positions, the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 USC Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans available and qualified to perform the work to which the employment relates.

CIVIL RIGHTS

a. **Source**

49 USC § 47123

b. **Applicability**

The General Civil Rights Provisions found in 49 USC 47123, derived from the Airport and Airways Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

See Error! Reference source not found. **on page** Error! Bookmark not defined. **for solicitation notice acknowledgement form.**

The following language will be incorporated into all AIP funded contracts:

General Civil Rights Provisions:

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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."

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

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

- 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.

Bidder Information Form

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

Bid Number & Name: **Invitation for Bid (IFB 21-052/JW)**
Airfield Marking Rehabilitation for the Jack Brooks Regional Airport

Bidder's Company/Business Name: Hi-Lite Airfield Services LLC.

Bidder's TAX ID Number: 35-2489959

Contact Person: Dennis Haefner **Title:** Senior Estimator

Phone Number (with area code): 315-583-6111

Alternate Phone Number if available (with area code):

Fax Number (with area code): 315-777-8270

Email Address: dennish@hi-lite.com

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

20128 NYS Route 12F
Address
Watertown, NY 13601
City, State, Zip Code

Bidder: 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): 1, 2, _____, _____.

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

Hi-Lite Airfield Services LLC
Company Name

20128 NYS Route 12F
Address

Watertown | NY | 13601
City | State | Zip

X _____
Signature of Person Authorized to Sign

Kelly J. Spinner
Printed Name

Vice President Finance
Title

For clarification of this offer, contact:

Dennis Haefner
Name

315-583-6111 | 315-777-8270
Phone | Fax

Dennish@hi-lite.com
E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Airfield Marking Rehabilitation 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. 20-052.JW, Airfield Remarking 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

October 26, 2021
Date

Attest:

Theresa Goodness, Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

<u>Bidder</u>: Complete & Return this Form with Offer.

ATTACHMENT C

BID FORM AND PROPOSAL

Completed and Submitted by CONTRACTOR

BID FORM AND PROPOSAL

Place Watertown, NY

Date September 1, 2021

Proposal of Hi-Lite Airfield Services, LLC,

a corporation organized and existing under the laws of the State of Texas,

or

Proposal of _____,

a partnership consisting of _____

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **Airfield Marking Rehabilitation.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet Number	Drawing Number	Sheet Title
		GENERAL
1	G-001	COVER SHEET
2	G-002	SHEET INDEX & SUMMARY OF QUANTITIES
3	G-003	SURVEY CONTROL
4	G-101	CONSTRUCTION SAFETY & PHASING - OVERALL
5	G-102A	CONSTRUCTION SAFETY & PHASING - PHASE 1

6	G-102B	CONSTRUCTION SAFETY & PHASING - PHASE 1A
7	G-103	CONSTRUCTION SAFETY & PHASING - PHASE 2
8	G-104	CONSTRUCTION SAFETY & PHASING - PHASE 3
9	G-201	CONSTRUCTION SAFETY AND PHASING NOTES I
10	G-202	CONSTRUCTION SAFETY AND PHASING NOTES II
11	G-203	CONSTRUCTION SAFETY AND PHASING DETAILS
		MARKINGS
12	M-001	MARKING DETAILS I
13	M-002	MARKING DETAILS II
14	M-003	MARKING DETAILS III
15	M-004	MARKING DETAILS IV
16	M-101	RUNWAY 16-34 MARKING REMOVAL PLAN I
17	M-102	RUNWAY 16-34 MARKING REMOVAL PLAN II
18	M-103	RUNWAY 16-34 MARKING REMOVAL PLAN III
19	M-104	TAXIWAY B MARKING REMOVAL PLAN
20	M-105	TAXIWAY D MARKING REMOVAL PLAN
21	M-108	TAXIWAY F MARKING REMOVAL PLAN I
22	M-109	TAXIWAY F MARKING REMOVAL PLAN II
23	M-110	EAST RAMP MARKING REMOVAL PLAN
24	M-111	NORTH HANGARS MARKING REMOVAL PLAN
25	M-201	RUNWAY 16-34 MARKING PLAN I
26	M-202	RUNWAY 16-34 MARKING PLAN II
27	M-203	RUNWAY 16-34 MARKING PLAN III
28	M-204	TAXIWAY B MARKING PLAN
29	M-205	TAXIWAY D MARKING PLAN
30	M-208	TAXIWAY F MARKING PLAN I
31	M-209	TAXIWAY F MARKING PLAN II
32	M-210	EAST RAMP MARKING PLAN
33	M-211	NORTH HANGARS MARKING PLAN

List of Technical Specifications

Specification Item No.	Description
Item SS-101	Safety Plan Compliance Document (SPCD)
Item SS-110	Standard Specifications
Item SS-120	Construction Safety and Security
C-105	Mobilization
P-101	Preparation/Removal of Existing Pavements
P-620	Runway and Taxiway Marking

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 dated August 19, 2021

Addendum No. 2 dated August 26, 2021

Addendum No. _____ dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a ~~certified check~~/bid bond (*strike one*)

in the amount of Ten thousand two hundred fifty six and 90/100 Dollars

($ 10,256.90); being not less than five percent (5%) of the total amount of the bid for the base bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
AIRFIELD MARKING REHABILITATION
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	L.S.	1	$ 15,900.00	$ 15,900.00
	Unit price in words: fifteen thousand nine hundred dollars and zero /100				
C-105-6.1	MOBILIZATION (3% MAX)	L.S.	1	$ 4,500.00	$ 4,500.00
	Unit price in words: four thousand five hundred dollars and zero /100				
P-101-5.1	PAVEMENT MARKINGS REMOVAL	S.F.	150,000	$ 0.79	$ 118,500.00
	Unit price in words: zero dollars and seventy nine /100				
P-620-5.1a	PAVEMENT MARKINGS (WHITE) WITH REFLECTIVE MEDIA	S.F.	50,400	$ 0.52	$ 26,208.00
	Unit price in words: zero dollars and fifty two /100				
P-620-5.1b	PAVEMENT MARKINGS (YELLOW) WITH REFLECTIVE MEDIA	S.F.	27,000	$ 0.52	$ 14,040.00
	Unit price in words: zero dollars and fifty two /100				
P-620-5.1c	PAVEMENT MARKINGS (RED) WITH REFLECTIVE MEDIA	S.F.	1,300	$ 3.00	$ 3,900.00
	Unit price in words: three dollars and zero /100				
P-620-5.1d	PAVEMENT MARKINGS (BLACK) WITHOUT REFLECTIVE MEDIA	S.F.	47,000	$ 0.47	$ 22,090.00
	Unit price in words: zero dollars and forty seven /100				

JACK BROOKS REGIONAL AIRPORT
AIRFIELD MARKING REHABILITATION
BID FORM

TOTAL (BASE BID) $ 205,138.00

Total price in words: Two hundred five thousand one hundred thirty eight dollars and zero /100

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **21 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **one thousand dollars ($1000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

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 NEW YORK COUNTY OF JEFFERSON

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

on this day personally appeared Kelly J Spinner (name), who

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

"I, Kelly J Spinner (name) am a duly authorized officer of/agent

for Hi-Lite Airfield Services, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Hi-Lite Airfield Services, 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: Hi-Lite Airfield Services, LLC

20128 NYS Route 12F Watertown, NY 13601

Fax: 315-777-8270 Telephone# 315-583-6111

by: Kelly J Spinner (print name) Title: Vice President Finance

Signature: X

SUBSCRIBED AND SWORN to before me by the above-named

Kelly J. Spinner on

this the 1st day of September, 2021.

Notary Public in and for the State of

DENNIS M HAEFNER SR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA5061100
Qualified in Jefferson County
Commission Expires June 30, 2022

Bidder Shall Return Completed Form with Offer.

ATTACHMENT D

STATEMENT OF BIDDER'S QUALIFICATIONS

Completed and Submitted by
CONTRACTOR

STATEMENT OF BIDDER'S QUALIFICATIONS

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 he desires.

1. Name of Bidder Hi-Lite Airfield Services, LLC
2. Permanent main office address
   20128 NYS Route 12F
   Watertown, NY 13601
3. When organized December 31, 2013
4. If a corporation, where incorporated State of Texas
5. How many years have been engaged in the contracting business under your present firm or trade name? 31 years
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)
   See attached

   General character of work performed by your company
7. Have you ever failed to complete any work awarded to you? No
8. Have you ever defaulted on a Contract? No
   If so, where and why?
9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
   If so, where and why? No
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document).
11. List your major equipment available for this Contract (attach to back of this document).
12. List your experience in construction work similar in scope and scale to this project (attach to back of this document).
13. Background and experience of the principal members of your organization, including the officers (attach to back of this document).
14. Credit available: $ 40,000,000.00
15. Give Bank reference: Sterling National Bank 400 Rella Blvd,Montabello, NY 10901

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;

(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and

(c) Criminal proceedings.

Dated at Watertown, NY this 1st day of September, 2021.

Hi-Lite Airfield Services, LLC
(Name of Bidder)
By X
Title Kelly J. Spinner, Vice President Finance

STATE OF NEW YORK)
) §.
COUNTY OF JEFFERSON)

Kelly J. Spinner being duly sworn deposes and says that he is
Vice President Finance of Hi-Lite Airfield Services, LLC
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 1st day of September, 2021.

(Notary Public)

My Commission Expires:

DENNIS M HAEFNER SR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA5061100
Qualified in Jefferson County
Commission Expires June 30, 2022

Bidder Shall Return Completed Statement with Offer.

Signature Page

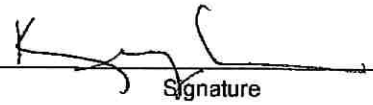
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

Hi-Lite Airfield Services, LLC Bidder (Entity Name)	X  Signature
20128 NYS Route 12F - PO Box 597 Street & Mailing Address	Kelly J Spinner Print Name
Watertown, NY 13601 City, State & Zip	September 1, 2021 Date Signed
315-583-6111 Telephone Number	315-777-8270 Fax Number
kelly@hi-lite.com E-mail Address	

Bidder: Complete & Return this Form with Offer.

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

N/A

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.

N/A	**N/A**
Printed Name of Authorized Representative	Signature
N/A	**N/A**
Title	Date

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Kelly J Spinner, the undersigned representative of (company or business name) Hi-Lite Airfield Services, 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.

x _____
Signature of Company Representative

September 1, 2021
Date

On this 1st day of September, 20 21, personally appeared

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

Notary Seal
DENNIS M HAEFNER SR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA5061100
Qualified in Jefferson County
Commission Expires June 30, 2022

_____
Notary Signature

September 1, 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.

Hi-Lite Airfield Services, LLC
Company Name

IFB 21-052/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

10/5/2021
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.

X _____
Signature of Contractor's Authorized Official

Kelly J Spinner, Vice President Finance
Name and Title of Contractor's Authorized Official *(Please Print)*

September 1, 2021
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.

N/A

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

Bidder Shall Return Completed Form with Offer.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – (OFFICE USE ONLY)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

NOTE: CONTRACTOR SUBMITTED THIS REFERENCE LIST IN LIEU OF VENDOR REFERENCES FORM. /JW

Hi-Lite Airfield Services, LLC

Current Contracts On-Hand

Column2	Phone	Job Description	Address	Contract Amount
TX,GPM,McMahon	972 237-7591	MCMAHON / McMahon Contractin, L.P.	3116 S GT Southwest PKWY, Grand Prairie, TX 75052	$ 155,419.58
MA,BOS, WO1		INDUS / Indus	Harborside Dr, Boston, MA 02128	$ 11,062.75
GA,MGE,Lockheed Martin		LOCKHEED / Lockheed Martin Aeronautics	0, 0, 0, 0 0	$ -
GA,MGE,Lockheed Martin		LOCKHEED / Lockheed Martin Aeronautics	0, 0, 0, 0 0	$ -
MA,BED,Hanscome		MAPORT / Massachusetts Port Authority	0, 0, 0, 0 0	$ 152,668.80
KY, CVG, Kenton County		KENTONC / Kenton County Airport Board	Cincinnati/Northern Kentucky, International Airport 3087 Te, Hebron, KY 41048	$ -
NY,GTB,Ft Drum		FTDRUMPW / Public Works at Ft Drum	Not Sure what the billing addr, 0, 0, 0 0	$ 464,662.93
OH,CLE, City of Cleveland		CCLEVEL / City of Cleveland	City of Cleveland, 0, Cleveland, OH 0	$ 1,519,874.10
TX,HYI,City of San Marcos		SANMARC / City of San Marcos	1807 Airport Dr., 0, San Marcos, TX 78666	$ 54,355.92
OH,CLE,Cty of Cleveland		CCLEVEL / City of Cleveland	0, 0, 0, 0 0	$ 192,800.00
NY,ART,Jefferson County		COJEFFER / County of Jefferson	County of Jefferson, 195 Arsenal Street, Watertown, NY 13601	$ 61,067.24
FL,MIA,Miami Dade		MIAMI / Miami-Dade County Maint. Dept.	0, 0, 0, 0 0	$ 152,221.93
IA,DSM,Des Moines		DES MOINES / Des Moines Airport Authority	Des Moines International Airpo, 5800 Fleur Dr, Des Moines, IA 50321	$ 331,527.00
KY,SDF Louisville Reg Aut	502 380-8200	LOUISVILLE / Louisville Reg. Airport Auth.	700 Administration Drive, Louisville, KY 40209	$ 58,500.00
ME,PWM, Cty of Portland		CPORTLA / City of Portland	Westbrook Street, Portland, ME 04102	$ 472,659.93
SC,CHS,628 Squadron	843 963-5197	628 CONT / 628 Contracting Squadron	Charleston International Airpo, 5500 International Blvd, Nort, North Charleston, SC 29418	$ 467,183.74
NY, ART, Jefferson Co	315 785-3077	COJEFFER / County of Jefferson	Watertown International Airpor, 22529 Airport Dr, Dexter, NY 13634	$ 91,432.14
TX,DFW,Dallas Ft Worth		DFW / Dallas/Fort Worth Int'l Airpor	0, 0, 0, 0 0	$ 549,110.00
TX,FTW,City of FT Worth	817 392-5409	CITYFW / City of Fort Worth	Fort Worth Alliance Airport, 2221 Alliance Blvd, Fort Worth, TX 76177	$ 296,340.20
TX,DAL,City of Dallas, SW	214 670-3413	CDALLAS / City of Dallas	Dallas Love Field, 8008 Herb Kelleher Way, Dallas, TX 75235	$ 1,259,033.95
OH CLE, City of Cleveland	216 642-7674	CCLEVEL / City of Cleveland	Cleveland Hopkins Internationa, 5300 Riverside Dr, Cleveland, OH 44135	$ 96,000.00
AL, HSV, Huntsville Madis		HUNTMADC / Huntsville Madison County Airp	Huntsville International Airpo, 1000 Glenn Hearn Blvd SW, Huntsville, AL 35824	$ 498,850.00
TX,HYI,City of San Marcos		SANMARC / City of San Marcos		$ 498,850.00

TX,GGG,Gregg County		GREGGCO / Gregg County		$ 498,850.00
MA,ORH,Worcester		MAPORT / Massachusetts Port Authority	0, 0, 0, 0 0	$ 146,476.00
TX, LBB,Cty of Lubbock	806 775-3126	CLUBBOC / City of Lubbock	Rt 3 Box 389, Lubbock, TX 79401	$ 42,750.00
FL,MCO,GOAA		ORLANDO / Greater Orlando Aviation Autho	1 Jeff Fuqua Blvd, Orlando, FL 32827	$ 1,245,602.59
NY,ITH,Ithaca-Tompkins	607 274-5551	ITHACA / Ithaca Tompkins Reg. Airport	Ithaca Tompkins Reg Airport, 1 Culligan Dr,, Ithaca, NY 14850	$ 61,123.61
DC,IAD,Metro Washington	703 417-8348	METROPOL / Metropolitan Washington Airpor	Dulles International Airport, 1 Saarinen Cir, Dulles, VA 20166	$ 46,600.00
TX,LLB, City of Lubbock	806 775-3126	CLUBBOC / City of Lubbock	Rt 3 Box 389, Lubbock, TX 79401	$ 43,425.00
GA,ATL,City of Atlanta		CATL / City of Atlanta	Hartsfield-Jackson Atlanta, 6000 N. Terminal Pkwy, Atlanta, GA 30320	$ 6,000,000.04
TX,AUS,City of Austin		CAUSTIN / City of Austin Dept Aviation	Austin-Bergstrom International, 3600 Presidential Blvd, Austin, TX 78719	$ 67,500.00
LA,MSY,Cty of New Orlean	504 658-1550	CNEWORL / City of New Orleans	Louis Armstrong New Orleans, International Airport, Kenner, LA 70062	$ 243,519.10
FL, RSW, LEE County		COLEE / Lee County Port Authority	Southwest Florida Internationa, 11000 Terminal Access Rd, Fort Myers, Fl 33193	$ 243,519.10
KS,GCK,City of Garden Cit		GARDENCITY / City of Garden City	2225 S. Air Services Road 112, 0, Garden City, KS 67846	$ 281,123.00
FL,PNS,City of Pensacola		CPENSAC / City of Pensacola	0, 0, 0, 0 0	$ 25,000.00
FL,MAI,City of Marianna		CMARIANNA / City of Marianna	0, 0, Marianna, FL 0	$ 81,494.49
FL,EYW,Monroe County		MONROECO / Monroe County Board of Comm	Roosevelt BLVD, Key West, FL 33040	$ 31,538.09
KS,IDP,Cty of Independenc		CTYINDEPEN / City of Independence	498 Freedom Drive, 0, Independence, KS 67301	$ 106,527.54
VA,ORF, Norfolk AA		NORFOLK / Norfolk Airport Authority	Norfolk Airport Authority, 2200 Norview AVE, Norfolk, VA 23518-5807	$ 27,000.00
LA BTR,Cty of Baton Rouge		BATONROU / City of Baton Rouge	9430 Jackie Cochran Dr, 0, Baton Rouge, LA 70811	$ 27,000.00
NY,SYR,SJ Thomas		SJTHOMAS / SJ Thomas Co., Inc.	174th Attack Wing, 0, Syracuse, NY 0	$ 35,984.50
FL,MTH,Monroe County		MONROECO / Monroe County Board of Comm	0, 0, 0, 0 0	$ 73,532.48
VA,ORF, Norfolk AA		NORFOLK / Norfolk Airport Authority	Norfolk Airport Authority, 2200 Norview Ave, Norfolk, VA 23518	$ 57,584.15
AR,XNA,NARAA		NORHTWES / Northwest Arkansas Regional	Northwest Arkansas Regional,	$ 233,475.60
TX,TKI,City of McKinney		CMCKINNEY / City of McKinney	McKinney Airport,	$ 58,667.60
TX, ELP,City of El Paso		C EL PASO / City of El Paso	6701 Convair Rd, 0, El Paso, TX 79925	$ 49,900.00

AZ,TUS,City of Tucson, SW	TUCSONAA / Tucson Airport Authority		$ 49,900.00
CA,OAK, PORT OAK	OAKLAND / Port of Oakland	0, 0, 0, 0 0	$ 9,500.00
TX,GGG,Gregg Co, SW	GREGGCO / Gregg County	269 Terminal Cr, longview, TX 75603	$ 42,189.70
ME,PQI,Ct of Presque Isle	CPRESQUE / City of Presque Isle	City of Presque Isle, 0, 12 Second Street, ME 04769	$ 211,360.90
LA,CWF,Chennault Intl AA	CIAIRAUTH / Chennault Intl Air Auth	3650 Sen J Bennett Johnston Av, 0, Lake Charles, LA 70615	$ 95,757.75
SD,Rapid City	CRAPID / City of Rapid City	0, 0, 0, 0 0	$ 281,467.30
VT,BTV City of Burlington	BURLINGTON / City of Burlington	0, 0, 0, 0 0	$ 156,818.25
PA,MPO,County of Monroe	COMONROE / County of Monroe PA	188 Airport Drive, 0, Tobyhanna, PA 18466	$ 53,025.00
NC,CLT,City of Charlotte	CTYCHARLOT / City of Charlotte	0, 0, 0, 0 0	$ 482,961.00
NY,SLK,Tn of Harrietstown	HARRIETSTO / Town of Harrietstown	96 Airport Road, 0, Saranac Lake, NY 12983	$ 31,452.00
DC,IAD,Metro Washington	METROPOL / Metropolitan Washington Airpor	0, 0, 0, 0 0	$ 480,326.25
GA,ATL,Delta	DELTAAIR / Delta Airlines		$ 2,500.00
MD,SBY,Wicomico County	WICOMICOCO / Wicomico County	5485 Airport Terminal Rd, 0, Salisbury, MD 21804	$ 36,115.35
NJ,TTN,County of Mercer	COMERCE / County of Mercer, NJ	1100 Terminal Circle Drive, 0, Ewing Township, NJ 08628	$ 36,115.35
SC,MYR,Horry Co	HORRYCO / Horry County	1100 Jetport Road, 0, Myrtle Beach, SC 29577	$ 36,115.35
NY,GFL,Warren Co	WARRENCO / Warren County	443 Queensbury Ave, 0, Queensbury, NY 12804	$ 15,651.00
GA,AGS,Cty of Augusta	CITYAUGA / City of Augusta	0, 0, 0, 0 0	$ 48,791.19
ME,BGR,City of Bangor	CTYBANGOR / City of Bangor	287 Godfrey Blvd, 0, Bangor, ME 04401	$ 16,800.00
TX,SPS,Cty of Wichita	CTYWICHITA / City of Wichita Falls	4000 Armstrong Dr, 0, Witchita Falls, TX 76305	$ 73,750.15
MO,BBG,Taney County	TANEYCO / Taney County	0, 0, 0, 0 0	$ 73,750.15
AR,XNA,NWARRGAA Apron	NORHTWES / Northwest Arkansas Regional	0, 0, 0, 0 0	$ 73,750.15
AR,XNA,NWARRGAA TWB	NORHTWES / Northwest Arkansas Regional	0, 0, 0, 0 0	$ 25,461.20
CA,OAK, PORT OAK	OAKLAND / Port of Oakland	0, 0, 0, 0 0	$ 25,461.20
MS,GPT,Gulfport-Biloxi	GULFPORT / Gulfport-Biloxi Int'l Airport	0, 0, 0, 0 0	$ 25,461.20
TX,MFE,City of McAllen	CTYMCALLEN / City of McAllen	2500 S Bicentennial Blvd, 0, McCallen, TX 78503	$ 36,498.50
GA,ATL,City of Atlanta	CATL / City of Atlanta	Hartsfield-Jackson Atlanta, 6000 N. Terminal Pkwy, Atlanta, GA 30320	$ 529,646.00
OK, TKI, Aecom	AECOM / AECOM Technical Services, Inc.	Tinker Air Force Base, Oklahoma City, OK 73145	$ 529,646.00
OK, TIK, AECOM	AECOM / AECOM Technical Services, Inc.	Tinker Air Force Base, Oklahoma City, OK 73145	$ 81,615.00

TX, AUS, Hensel Phelps		HENSEL / Hensel Phelps	Austin-Bergstrom International, 3600 Presidential Blvd, Austin, TX 78719	$ 186,193.75
TX, NGP, Allen Ballew Con		ALLENB / Allen Ballew GC Inc.	NAS Corpus Christi, Corpus Christi, TX 78418	$ 691,201.20
NC, GSB, Wallbridge	704 362-4128	WALBRIDGE / Walbridge Aldinger LLC	Seymour Johnson Air Force Base, 1330 Cannon Ave, Goldsboro, NC 27530	$ 72,049.00
FL,MCF, Hensel Phelps	813 828-2737	HENSEL / Hensel Phelps	MacDill Air Force Base, 6801 S. Dale Mabry Hwy, MacDill AFB, FL 33621	$ 107,000.00
GA, AGS, McCarthy		MCCARTHY / McCarthy Improvement Co	Augusta Regional Airport, 1501 Aviation Way,, Augusta, 30906	$ 144,723.28
GA, ATL, McCarthy 9L-27R		MCCARTHY / McCarthy Improvement Co	Hartsfield-Jackson Atlanta, 6000 N Terminal Pkwy, Atlanta, GA 30320	$ 1,689,164.00
OH, CLE, Allega NAI Phase		ALLEGA / Anthony Allega, Inc	Cleveland Hopkins Int'l, 5300 Riverside Drive, Cleveland, OH 44135	$ 132,416.50
TX, DFW, AB&R, NE End F	214 596-7300	AUSTIN / Austin Bridge & Road, LP	Dallas Fort Worth Int'l, 2400 Aviation Dr, Dallas, TX 75261	$ 192,820.00
SC, NBC, Diaz Constructio		DIAZ / Diaz Construction Inc.	Marine Corps Air Station Beauf, Geiger Blvd, Beaufort, SC 29904	$ 300,043.60
TX, DFW, Flatiron, TW M S	628 738-3280	FLATCON / Flatiron Constructors, Inc.	Dallas Fort Worth Int'l, 2400 Aviation Dr, DFW Airport, TX 75261	$ 483,754.25
FL, MCO, Kiewit		KIEWIT / Kiewit Infrastructure South Co	1 JEFF FUQUA BLVD, Orlando, FL 32827	$ 161,556.78
FL,AGR Roundhouse	813 453-6641	ROUNDHOUSE / Roundhouse PBN	1st compate spt GP(TAC), Avon Park AF RNG, FL 33825	$ 68,699.00
GA, ATL, Kiewit		KIEWIT / Kiewit Infrastructure South Co	PO BOX 20509, 0, Atlanta, GA 30320	$ 71,500.00
TX, DFW, Austin Bridge RV	972 973-3112	AUSTIN / Austin Bridge & Road, LP	PO Box 619428, Dallas -Ft Worth, TX 75261	$ 1,638,565.20
GA, ATL, McCarthy Air Rep	404 530-6600	MCCARTHY / McCarthy Improvement Co	ATL, Hartsfield-Jackson Atlanta, Atlanta, GA 0	$ 1,632,725.00
TX,INK, Little Manufactur	432 294-4247	LITTLE / Little Manufac Co of Abilene	FM 1232 Road, 0, Wink, TX 79789	$ 57,829.25
IA,FOD,American Road Main		AMERRDMAIN / American Road Maintenance	1639 Nelson Ave, Suite 2, Fort Doge, IA 50501	$ 151,337.00
SC,NBC, Haskell		HASKELL / Haskell Company	BE SC	$ 244,978.00
NY,ART,Rifenburg		RIFENBUR / Rifenburg Construction, Inc.	22529 Airport Dr, Dexter, NY 13634	$ 228,677.00
VA,NGU,Branscome Inc		BRANINC2 / Branscome Incorporated	Naval Air Station, Norfolk, VA 23511	$ 379,897.03
KY,CVG,Bluegrass		BLUEGRASS / Bluegrass Paving Inc.	0, 0, 0, 0 0	$ 1,557,285.79
WY,CYS,Simon		SIMON / Simon	4000 Airport Parkway, Cheyenne, WY 82001	$ 3,652.00

MN,RRT, Gee Asphalt		GEEASPH / Gee Asphalt Systems, Inc.	36955 County RD 13, 0, Warroad, MN 56763	$	57,411.41
OK,PNC, Koss Construction		KOSSCON / Koss Construction Company	2213 N. Waverly Street, 0, Ponca City, OK 74601	$	160,966.12
DE,DOV, George and Lynch		GEORGE / George & Lynch, Inc.	Dover AFB, Dover, DE 19901	$	601,675.00
TX,23XS, JHL Construction		JHL CONSTR / JHL Construction	0, 0, Fort Hood, TX 0	$	19,978.00
TX,GPM,McMahon	972 237-7591	MCMAHON / McMahon Contractin, L.P.	3116 S GT Southwest PKWY, Grand Prairie, TX 75052	$	62,866.55
FI,VDF,CW Roberts		CWROBERT / C.W. Roberts Contracting, Inc.	0, 0, 0, 0 0	$	185,682.50
KY,KY8, Casey Electric		CASEYELC / Casey Electric, LLC	500, Lewisport, KY 42351	$	107,822.40
MA,CEF, Lagan Const		LAGANCON / Lagan Construction, LLC	255 Padgette Street, Chicopee, MA 01022	$	107,822.40
NY,GTB, Structural Area 1		STRUCTUR / Structural Associates, Inc.	Wheeler Sack DFAC, 0, Watertown, NY 13603	$	43,999.25
NY,GTB,Structural Area2		STRUCTUR / Structural Associates, Inc.	Wheeler Sack DFAC, 0, Watertown, NY 13603	$	122,091.00
TX,DFW, Zachry		ZACHRY / Zachry Construction Corp	2400 Aviation Drive, 0, DFW Airport, TX 75261	$	284,370.00
TX,TPL,B-C Company	245 298-5990	BCCOMP / B-C Company, INC.	7720-F Airport RD, Temple, TX 76501	$	146,029.00
OH,TOL,Miller Bros		MILLERBR / Miller Bros. Const. Inc.	11013 Airport Highway, 0, Swanton, Oh 43558	$	242,525.00
TX,AMA,IHC		INTERST / Interstate Highway Constructio	10801 ARPT BLVD, Amarillo, TX 79111	$	672,574.00
TX,UTS,Triple B Services		TRIPLEB / Triple B Services, LLP	448 SH 75 North, Huntsville, TX 77340	$	96,261.00
GA,ATL,Archer Western		ARCHGA / Archer Western Construction GA	0, 0, 0, 0 0	$	504,583.20
FL,TMB,General Asphalt		GENERAL / General Asphalt Co., Inc.	0, 0, 0, 0 0	$	32,508.00
WY,CYS,Simon		SIMON / Simon	4000 Airport Parkway, Cheyenne, WY 82001	$	396,295.80
AR,LIT,Weaver-Bailey		WEVERBAILE / Weaver-Bailey Contractors, Inc	3401 SW 11TH Street, 0, Lawton, OK 73501	$	396,295.80
TX,LBB,Hensel Phelps		HENSEL / Hensel Phelps	5401 N. Martin L King Blvd, 0, Lubbock, TX 79403	$	11,251.00
WY,GUR,Hensel Phelps		HENSEL / Hensel Phelps	0, 0, Guernsey, WY 82214	$	155,419.58
NY,LKP,Luck Bros Inc		LUCK / Luck Brothers, Inc.	Lake Placid Airport, PO Box 630, Lake Placid Airport, NY 12946	$	30,000.00
NC,GSB, Southern Manage		SMANAGE / Southern Management Inc	105 Rapcon PL, BLDG 4750, Seymour Johnson AFB, NC 27531	$	199,877.39
TX,CPT,Austin Bridge		AUSTIN / Austin Bridge & Road, LP	1650 Airport Dr, Cleburne, TX 76033	$	153,095.00
TX,E57,Duininck		DUININCK / Duininck, Inc.	0, Denver City, TX 79323	$	62,858.50

USVI,STT,Rumina Const	RUMINA / Rumina Construction, LLC	0, 0, 0, 0 0	$ 187,472.50
OH,CLE, Independence EX	INDEPEND / Independence Excavating	City of Cleveland, PO Box 81009, Cleveland, Oh 44181	$ 281,418.50
LA,LFT,Lemoine Company	LEMOINE / The Lemoine Company, LLC	200 Terminal Drive, 0, Lafayette, LA 70508	$ 154,480.18
NY,PBG,Rifenburg	RIFENBUR / Rifenburg Construction, Inc.	42 Airport Lane, 0, Plattsburgh, NY 12903	$ 156,030.00
NY,SYR,Seneca Stone	SENECASTON / Seneca Stone Corporation	City of Syracuse, City Hall, Syracuse, NY 13212	$ 248,700.00
NY,MSS Barrett	BARRETTW / Barrett Paving Materials, Inc.	Townof Massena, Main Street - Town Hall, Massena, NY 13662	$ 248,700.00
NY,MSS,Barrett	BARRETTW / Barrett Paving Materials, Inc.	Town of Massena, Maint Street - Town Hall, Massena, NY 13662	$ 248,700.00
CO,COS, Kiewit	KIEWITCO / Kiewit Infrastructure CO	City of Colorado Springs, 7770 Milton E Proby Parkway, S, Colorado Springs, CO 80916	$ 711,659.00
FL,NIP, Blakeland	BLAKELAN / Blakeland Construction LLC	0, 0, 0, 0 0	$ 163,253.40
OK,TUL,APAC	APACCEN / APAC-Central, Inc.	0, 0, 0, 0 0	$ 192,749.00
TX,DAL,Flatiron	FLATCON / Flatiron Constructors, Inc.	7555 Lemmon Avenue, 0, Dallas, TX 75209	$ 841,701.43
TX,DFW,Stripe A Zone	STRIPEAZON / Stripe A Zone	DFW,	$ 9,631.40
NY,PTD,Marcy Excavation	MARCY / Marcy Excavating Co., Inc.	Potsdam Airport,	$ 9,979.50
LA,LFT, Lemoine Termianal	LEMOINE / The Lemoine Company, LLC	200 Terminal Drive, 0, Lafayette, LA 70508	$ 9,979.50
MT,HLN,Helena Sand & Grav	HELSANGR / Helena Sand & Gravel Inc	2850 Mercer Loop, 0, Helena, MT 59602	$ 250,426.48
CO,ASE, AMR	AMERRDMAIN / American Road Maintenance		$ 549,343.00
MO,JLN,Custom Pave Maint	CUSPAVMAIN / Custom Pavement Maintenance	0, 0, 0, 0 0	$ 55,105.20
NY,ROC,Ramsey	RAMSEY / Ramsey Constructors, Inc	0, 0, 0, 0 0	$ 55,105.20
IN,SIV,Gee Asphalt	GEEASPH / Gee Asphalt Systems, Inc.	Sullivan County BOAC, PO BOX 351, Sullivan County BOAC, IN 47882	$ 103,260.00
NY,GTB,Structural Assoc	STRUCTUR / Structural Associates, Inc.	0, 0, 0, 0 0	$ 18,155.25
MO,MCI,Ideker	IDECKER / Ideker, Inc.	City of Kansas, 601 Brasilia: P.O. Box 20047, Kansas City, MO 20047	$ 18,155.25

MO,6M6,Wall Asphalt	WALLASPHAL / Wall Asphalt	0, 0, 0, 0 0	$	14,000.00
OH,LCK,Griffin	GRIFFIN / Griffin Pavement Striping, Inc	0, 0, 0, 0 0	$	14,000.00
OH,CMH,Griffin	GRIFFIN / Griffin Pavement Striping, Inc		$	14,000.00
GA,ATL,McCarthy	MCCARTHY / McCarthy Improvement Co	Atlanta International,	$	14,000.00
TX,NWL,Head	HEADINC / Head Inc	0, 0, 0, 0 0	$	14,000.00
AR,FSM,Emery Sapp & Son	EMSAPP / Emery Sapp & Sons, Inc.	6700 McKennon Blvd Ste 200, 0, Fort Smith, AR 72903	$	541,515.70
LA,MSY,Barriere Const	BARRECO / Barriere Construction Co. LLC	1 Terminal Dr, Kenner, LA 70062	$	541,515.70
IN,IND,Milestone	MILESTON / Milestone Contractors, LP	7800 Col. H. Weir Cook Memoria, Indianapolis, IN 46241	$	106,242.85
GA,ATL,CW Matthews	CWMATTH / C. W. Matthews Contracting Co	0, 0, Atlanta, Ge 30337	$	377,910.00
OH,FFO, Little Miami	LMIAMICO / Little Miami Construction	0, 0, 0, OH 0	$	97,372.60
TX,HRL,Vance Bros	VANCEBRO / Vance Brothers, Inc	3002 Heritage Way, 0, Harlingen, TX 78550	$	15,000.00
VT,BTV, Kubricky Con	KUBRICKY / Kubricky Construction Corp		$	123,350.00
TX,SPS,Waldrop	WALDROP / Waldrop Construction, Inc	1810 J Ave, 0, Sheppard AFB, TX 76311	$	295,875.32
MS,MEI,Dunn Roadbuilders	DUNNROADB / Dunn Roadbuilders	0, 0, 0, 0 0	$	406,556.00
FL,NIP,Blakeland	BLAKELAN / Blakeland Construction LLC	0, 0, 0, 0 0	$	406,556.00
MO,IRK,Emery Sapp and Son	EMSAPP / Emery Sapp & Sons, Inc.	0, 0, 0, 0 0	$	227,809.00
GA,ATL,Aero Bridgeworks	AEROBRID / AERO BridgeWorks, Inc.	0, 0, 0, 0 0	$	34,000.00
NY,SYR,JBS Dirt Inc	JBS DIRT / JBS Dirt Inc.	1000 Col Eileen Collins Blvd, 0, Syracuse, NY 13212	$	34,000.00
ND,DIK,Martin Con	MARTINCON / Martin Construction Inc	11120 42nd Street SW, 0, Dickinson, ND 58601	$	34,000.00
TX,SKF, Velocity	VELOCITYCF / Velocity/CFM JV, LLC	0, 0, San Antonio, TX 78227	$	34,000.00

Completed Projects Past 2 Years

Column2	Phone	Job Description	Address	Contract Amount
NY,GTB,Ft Drum		FTDRUMPW / Public Works at Ft Drum	Not Sure what the billing addr, 0, 0, 0 0	$ 464,662.93
OH,CLE, City of Cleveland		CCLEVEL / City of Cleveland	City of Cleveland, 0, Cleveland, OH 0	$ 1,519,874.10
IA,DSM,Des Moines		DES MOINES / Des Moines Airport Authority	Des Moines International Airpo, 5800 Fleur Dr, Des Moines, IA 50321	$ 331,527.00
TX,DAL,City of Dallas, SW	214 670-3413	CDALLAS / City of Dallas	Dallas Love Field, 8008 Herb Kelleher Way, Dallas, TX 75235	$ 1,259,033.95
AL, HSV, Huntsville Madis		HUNTMADC / Huntsville Madison County Airp	Huntsville International Airpo, 1000 Glenn Hearn Blvd SW, Huntsville, AL 35824	$ 498,850.00
TX,HYI,City of San Marcos		SANMARC / City of San Marcos		$ 498,850.00
TX,GGG,Gregg County		GREGGCO / Gregg County		$ 498,850.00
FL,MCO,GOAA		ORLANDO / Greater Orlando Aviation Autho	1 Jeff Fuqua Blvd, Orlando, FL 32827	$ 1,245,602.59
GA,ATL,City of Atlanta		CATL / City of Atlanta	Hartsfield-Jackson Atlanta, 6000 N. Terminal Pkwy, Atlanta, GA 30320	$ 6,000,000.04
NC,CLT,City of Charlotte		CTYCHARLOT / City of Charlotte	0, 0, 0, 0 0	$ 482,961.00
DC,IAD,Metro Washington		METROPOL / Metropolitan Washington Airpor	0, 0, 0, 0 0	$ 480,326.25
GA,ATL,City of Atlanta		CATL / City of Atlanta	Hartsfield-Jackson Atlanta, 6000 N. Terminal Pkwy, Atlanta, GA 30320	$ 529,646.00
TX, NGP, Allen Ballew Con		ALLENB / Allen Ballew GC Inc.	NAS Corpus Christi, Corpus Christi, TX 78418	$ 691,201.20
GA, ATL, McCarthy 9L-27R		MCCARTHY / McCarthy Improvement Co	Hartsfield-Jackson Atlanta, 6000 N Terminal Pkwy, Atlanta, GA 30320	$ 1,689,164.00
SC, NBC, Diaz Constructio		DIAZ / Diaz Construction Inc.	Marine Corps Air Station Beauf, Geiger Blvd, Beaufort, SC 29904	$ 300,043.60
TX, DFW, Flatiron, TW M S	628 738-3280	FLATCON / Flatiron Constructors, Inc.	Dallas Fort Worth Int'l, 2400 Aviation Dr, DFW Airport, TX 75261	$ 483,754.25
TX, DFW, Austin Bridge RW	972 973-3112	AUSTIN / Austin Bridge & Road, LP	PO Box 619428, Dallas -Ft Worth, TX 75261	$ 1,638,565.20
GA, ATL, McCarthy Air Rep	404 530-6600	MCCARTHY / McCarthy Improvement Co	ATL, Hartsfield-Jackson Atlanta, Atlanta, GA 0	$ 1,632,725.00
VA,NGU,Branscome Inc		BRANINC2 / Branscome Incorporated	Naval Air Station, Norfolk, VA 23511	$ 379,897.03
KY,CVG,Bluegrass		BLUEGRASS / Bluegrass Paving Inc.	0, 0, 0, 0 0	$ 1,557,285.79
DE,DOV, George and Lynch		GEORGE / George & Lynch, Inc.	Dover AFB, Dover, DE 19901	$ 601,675.00
TX,AMA,IHC		INTERST / Interstate Highway Constructio	10801 ARPT BLVD, Amarillo, TX 79111	$ 672,574.00

GA,ATL,Archer Western	ARCHGA / Archer Western Construction GA	0, 0, 0, 0 0	$	504,583.20
WY,CYS,Simon	SIMON / Simon	4000 Airport Parkway, Cheyenne, WY 82001	$	396,295.80
AR,LIT,Weaver-Bailey	WEVERBAILE / Weaver-Bailey Contractors, Inc	3401 SW 11TH Street, 0, Lawton, OK 73501	$	396,295.80
CO,COS, Kiewit	KIEWITCO / Kiewit Infrastructure CO	City of Colorado Springs, 7770 Milton E Proby Parkway, S, Colorado Springs, CO 80916	$	711,659.00
TX,DAL,Flatiron	FLATCON / Flatiron Constructors, Inc.	7555 Lemmon Avenue, 0, Dallas, TX 75209	$	841,701.43
CO,ASE, AMR	AMERRDMAIN / American Road Maintenance		$	549,343.00
AR,FSM,Emery Sapp & Son	EMSAPP / Emery Sapp & Sons, Inc.	6700 McKennon Blvd Ste 200, 0, Fort Smith, AR 72903	$	541,515.70
LA,MSY,Barriere Const	BARRECO / Barriere Construction Co. LLC	1 Terminal Dr, Kenner, LA 70062	$	541,515.70
GA,ATL,CW Matthews	CWMATTH / C. W. Matthews Contracting Co	0, 0, Atlanta, Ge 30337	$	377,910.00
MS,MEI,Dunn Roadbuilders	DUNNROADB / Dunn Roadbuilders	0, 0, 0, 0 0	$	406,556.00
FL,NIP,Blakeland	BLAKELAN / Blakeland Construction LLC	0, 0, 0, 0 0	$	406,556.00

Re: IFB 21-052/JW AIRFIELD MARKING REHABILITATION FOR THE JACK BROOKS REGIONAL AIRPORT

The following vehicles / equipment are owned by Hi-Lite and will be available for use on the above referenced contract.

Vehicle Description

Water Blaster Freightliner Tractor
Transcraft Trailer - Water Blaster
Water Blaster Int'l
Transcraft Trailer - Water Blaster
Water Blaster Freightliner Tractor
Schwarze A9000 Sweeper
Schwarze A9000 Sweeper
Ryder Stake Rack 6 wheeler
Volvo Airport Paint Truck
Volvo Airport Paint Truck
Ryder Box Van
Ryder Box Van 15'
Ryder Stake Rack 6 wheeler
Freightliner -Ryder Tractor
Trans -Trailer (18 wheeler)
Freightliner -Ryder Tractor

Graco Linelazer Hand Stripers
Blowers - Billygoat

1. A. Name of Company: Hi-Lite Airfield Services, LLC (formerly Hi-Lite Markings, Inc.)
   B. Company is: Limited Liability Company
2. A. Address of Principal Office:
   20128 NYS Route 12F
   PO Box 597
   Watertown, NY 13601
   B. Federal ID: 35-2489959
3. Date Bidder was organized: December 31, 2013
4. Organized: State of Texas
5. Number of Employees: 107
6. A. Engaged in Business: 31 Years
   B. Principal Officers:
      1. Christopher J Miller, President
      2. Kelly J. Spinner, Vice President Finance
7. Character of Work Performed: Hi-Lite Airfield Services was established originally in October of 1989 and incorporated in October 1990 as Hi-Lite Markings, Inc. in New York State; restructured in December 2013 as Hi-Lite Airfield Services, LLC in Texas, and has the authority to do business in 47 additional states. Based out of Watertown, NY, Hi-Lite is able to service large area effectively. Specializing in pavement markings and maintenance of airport runways, Hi-Lite has built a rock-solid reputation. Hi-Lite's services include:
   Pavement Markings - paint, AirMark preformed thermoplastic
   Markings Removal - grinding and waterblasting
   Rubber Removal - waterblasting, chemical, and waterblasting/chemical
   Runway Friction Testing
8. Has Bidder ever failed to complete any work awarded? No
9. Have liquidated damages ever been assessed against Bidder? No
10. Has Bidder ever been subject to civil or criminal investigation? No
11. Has Bidder ever been convicted of any crime or criminal investigation? No
12. Is there any litigation pending? No
13. Background and Experience Principal Members:

Name	Function/Title	Years of Service	Years of Experience
Kelly J. Spinner	VP Finance/Secretary	29	29
Christopher J Miller	President	9	24

14. Hi-Lite has not had fines levied for violations of any state or federal safety, sanitary or environmental laws including OSHA or EPA.

ATTACHMENT E

DBE PARTICIPATION AND RESIDENCE CERTIFICATION REPORTING

Completed and Submitted by
CONTRACTOR

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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 DBE Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: HI-Lite Airfield Services, LLC DBE: ☐ Yes ☒ No

Address: 20128 NYS Route 12F (Street) Watertown (City) New York (State) 13601 (Zip)

Phone (with area code): 315-583-6111 Fax (with area code): 315-777-8270

Project Title & No.: Airfield Marking Rehabilitation for the Jack Brooks Regional Airport, IFB 21-052/JW

Prime Contract Amount: $ 205,138.00

DBE Subcontractor Name: Green Planet, Inc.

DBE Status (Gender & Ethnicity): Female, White

Certifying Agency: North Central Texas Certification Agency

Address: 6371 State Hwy 276 W (Street) Royse City (City) TX (State) 75189 (Zip)

Phone (with area code): (972) 636-1515 Fax (with area code): (972) 636-3948

Proposed Subcontract Amount: $ 4,103.00 Percentage of Prime Contract: 2 %

Description of Subcontract Work to be Performed: Construction Waste Disposal

Roll-Off Box(es) and/or Frac Tanks for waste disposal and transportation

Printed Name of Contractor Representative	Signature of Representative	Date
Kelly J Spinner		8/31/2021
Printed Name of DBE	**Signature of Representative**	**Date**
Virginia Belmore		8/31/2021

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 "DBE Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
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: Hi-Lite Airfield Services, LLC DBE: ☐ Yes ☒ No

DBE Status (Gender & Ethnicity): None

Address: 20128 NYS Route 12F (Street) Watertown (City) New York (State) 13601 (Zip)

Phone (with area code): 315-583-6111 Fax (with area code): 315-777-8270

Project Title & No.: Airfield Marking Rehabilitation IFB/RFP No.: IFB 21-052/JW

Total Contract: $ 205,138.00 Total DBE Subcontract(s): $ 4,103.00

Construction DBE Goals: 2% DBE: 2 %

FOR DBE OFFICE USE ONLY:

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

PART I. DBE SUCONTRACTOR DISCLOSURE

DBE Subcontractor Name: Green Planet, Inc.

DBE Status (Gender & Ethnicity): Female, White

Certifying Agency: North Central Texas Certification Agency

Address: 6371 State Hwy 276 W (Street) Royse City (City) TX (State) 75189 (Zip)

Contact person: Virginia Belmore Title: President

Phone (with area code): (972) 636-1515 Fax (with area code): (972) 636-3948

Proposed Subcontract Amount: $ 4,103.00 Percentage of Prime Contract: 2 %

Description of Subcontract Work to be Performed: Construction Waste Disposal

Roll-Off Box(es) and/or Frac Tanks for waste disposal and transportation

Bidder Shall Return Completed Form with Offer.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
Page 2 of 4

DBE SUBCONTRACTOR DISCLOSURE

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

DBE Subcontractor Name: _____

DBE Status (Gender & Ethnicity): _____

Certifying Agency: _____

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: _____

_____

DBE Subcontractor Name: _____

DBE Status (Gender & Ethnicity): _____

Certifying Agency: _____

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

Bidder Shall Return Completed Form with Offer.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
Page 3 of 4

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

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

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

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

Was the Jefferson County DBE Office contacted for assistance in locating DBEs? ☐ Yes ☐ No

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

The bidder shall use this area to provide a listing of all "Non-DBE" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-DBE" 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-DBE" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

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: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
Page 4 of 4

Subcontractor Name: N/A

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: N/A

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 *DBE 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): Kelly J Spinner

Title: Vice President Finance

Signature: X _____

Date: September 1, 2021

E-mail address: kelly@hi-lite.com

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

Name (print or type): Krista Hunt

Title: Accounts Receivable Specialist/Accountant

Date: September 1, 2021

E-mail address: krista.hunt@hi-lite.com

Bidder Shall Return Completed Form with Offer.

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 DBEs 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 DBE Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting DBE Subcontractor participation beyond what is listed below.

Did the Prime Contractor . . .

☒ 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 DBE Subcontractor participation?
☒ Yes	☐ No	2. **Notify** in writing a reasonable number of DBEs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☒ Yes	☐ No	3. **Provide** DBEs 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 DBEs, and not reject bids from DBEs that qualify as lowest and responsive bidders?
☒ Yes	☐ No	5. **Document** reasons DBEs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected DBEs?
☐ Yes	☒ No	6. If Prime Contractor/Consultant has zero (0) DBE 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.

Kelly J Spinner
Printed Name of Authorized Representative

x
Signature

Vice President Finance
Title

September 1, 2021
Date

Bidder Shall Return Completed Form with Offer.

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

☒ I certify that Hi-Lite Airfield Services, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ Watertown, NY (city and state).

Taxpayer Identification Number (T.I.N.):	35-2489959
Company Name submitting bid/proposal:	Hi-Lite Airfield Services, LLC
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**
N/A	N/A

* 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 Shall Return Completed Form with Offer.

ATTACHMENT F

BID SURETY

Completed and Submitted by
CONTRACTOR

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC
Agency Code: 61-614250

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Robert F. Bobo, Aaron P. Clark, Kristin Darling, Timothy F. Kelly, Florence McClellan, Rachel Richardson, Autumn Stockton of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 1, 2021

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hi-Lite Airfield Services, LLC
20128 NYS Route 12F
Watertown, NY 13601

SURETY:
(Name, legal status and principal place of business)
Hartford Casualty Insurance Company
One Hartford Plaza
Hartford, CT 06155

Mailing Address for Notices
Hartford Casualty Insurance Company
One Hartford Plaza
Hartford, CT 06155

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

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

OWNER:
(Name, legal status and address)
Jefferson County
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BOND AMOUNT: Five Percent of the Total Amount Bid ------- (5% of the T.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
Airfield Marking Rehabilitation for the Jack Brooks Regional Airport - Bid No. IFB 21-052/JW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 1st day of September, 2021

Hi-Lite Airfield Services, LLC

Virginia Madden
(Witness) Virginia Madden

(Principal) *(Seal)*

VP Finance
(Title)

Averi Stockton
(Witness) Averi Stockton

Hartford Casualty Insurance Company

(Surety)

Aaron P. Clark, Attorney in Fact
(Title)

LMS-10054 08/10

ATTACHMENT G

Certificate of Insurance

Submitted by
CONTRACTOR

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY) 10/6/2021

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1487579 Hi-Lite Airfield Services, LLC 20128 State Route 12F Watertown NY 13601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE Property & Casualty Insurance Co — 20699 INSURER B : Zurich American Insurance Company — 16535 INSURER C : Starr Specialty Insurance Company — 16109 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17922240 **REVISION NUMBER:** XXXXXXX

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 X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	AAP N1076595A 002	1/20/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 15,000,000 $ 1,000,000 $ 15,000 $ 15,000,000 $ 15,000,000 $ 15,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP 3088737 00	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
C	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	Y	100 0004010	1/20/2021	1/1/2022	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

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

The General Liability policy includes $15,000,000 Excess Auto and $15,000,000 Excess Employers Liability. RE Project: IFB 21-052/JW - Airfield Markings Rehabilitation for the Jack Brooks Regional Airport. All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

CERTIFICATE HOLDER

17922240
Jefferson County
Garver, LLC
Attn: Alex Rupp
5000 Jerry Ware Dr., Suite 100
Beaumont TX 77701

CANCELLATION See Attachment

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

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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

ATTACHMENT H

GENERAL PROVISIONS
(FAA AC 150/5370-10H)

GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.

Paragraph Number	Term	Definition
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

Paragraph Number	Term	Definition
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.

Paragraph Number	Term	Definition
		Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is **Jefferson County, TX.**
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

Paragraph Number	Term	Definition
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.

Paragraph Number	Term	Definition
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

Paragraph Number	Term	Definition
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). See Page A-1

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to **3 percent** of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; **This shall occur at 10:00 AM CDT on Tuesday, June 22, 2021.**

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials

furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner *in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid* before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within ~~[ ]~~ ~~*calendar days of the date specified for publicly opening proposals*~~ *the time referenced in the Advertisement and the Proposal*, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within *the time specified in the proposal.*

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of

this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities.*

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items.*

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work.* Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement.*

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. See Special Provisions (Page K-1)

A. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

B. STATE TERMS AND CONDITIONS

C. LOCAL TERMS AND CONDITIONS

50-05 Cooperation of Contractor. The Contractor shall be supplied with three hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **electronic CAD format (.dwg or .dgn).**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and

replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases

the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. *See Section C-105*

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

Owner	Contract (Phone Number)
XXXX Utility	XXXX (XXX-XXX-XXXX)

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) **G-101 through G-203** of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and

Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Detailed phasing information is provided in the Construction Safety and Phasing Plan.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance.*

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the

Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work *and in advance of the preconstruction meeting*. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has

been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
See Proposal and Contract		

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

MEASUREMENT AND PAYMENT TERMS

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost

Term	Description
	from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning

Term	Description
	or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

ATTACHMENT I

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-01 CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A-02 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:
The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts And Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A-04 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

A-05 SEISMIC SAFETY

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A-06 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A-07 BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy American certification included in the contract documents with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

See Section 010470 "Bidder Certifications" for Contractor Buy American Certification.

A-08 DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

A-09 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

A-10 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

A-11 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A-12 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A-13 TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A-14 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A-15 DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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 paragraph (1)(iv) of this section; 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 Part 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 (1)(ii) of this section) 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 easily be seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 the contracting officer 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 the contracting officer 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 the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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.

2. Withholding.

The Federal Aviation Administration or the sponsor 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 work, all or part of the wages required by the contract, the Federal Aviation Administration 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.

3. Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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 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 costs 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.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration 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 the Federal Aviation Administration. 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 the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, 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 section 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 the sponsoring government agency (or the applicant, sponsor, or owner).

(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 and 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 Regulations 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.

(ii) 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 paragraph (3)(ii)(B) of this section.

(iii) 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 paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration 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, the Federal agency 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 that 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

   A breach of the contract clauses in paragraph 1 through 10 of this section 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 the 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

    (i) 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).

    (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).

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

A-16 DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A-17 AFFIRMATIVE ACTION REQUIREMENT

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   Timetables

   Goals for minority participation for each trade: **(Vol. 45 Federal Register pg. 65984 10/3/80)**

   Goals for female participation in each trade: 6.9%

   These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Jefferson County, Texas.**

A-18 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

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, 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 identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or 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.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

    a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

    b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

    c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

    d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the

completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

    e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

    f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

    g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen,

etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is

the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A-19 PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage

or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

A-20 TERMINATION OF CONTRACT

Termination for Convenience:

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default:

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

A-21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

A-22 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT:

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tire participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A-23 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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, including watchmen and guards, 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 (1) of this clause, 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 (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

   The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor 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 (1) through (4) of this clause.

A-24 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 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.

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.

A-25 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the contractor must correct the breach. Owner may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A-26 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

SECTION B – STATE TERMS AND CONDITIONS

B-01 NOT USED

SECTION C – LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than $5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than $5,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Owner's and Contractor's Protective Liability Insurance: Contractor shall maintain Owner's and Contractor's Protective Liability (OCP) insurance on behalf of Owner and Garver, LLC, as named insured, with a limit of $1,000,000.

C-01.4 Railroad Protective Liability Insurance: Not applicable

C-01.5 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.6 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than $500,000 each accident for bodily injury by accident or $500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.7 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

C-01.8 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.9 Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.10 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.11 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for obtaining Owner's and Engineer's Protective Liability insurance for the Owner and Garver, LLC. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:
Alex Rupp
5000 Jerry Ware Drive
Beaumont, TX 77705
ARupp@co.Jefferson.tx.us

Garver:
Jason Frank, PE
Garver, LLC
12141 Wickchester
Suite 200
Houston, TX 77079
JEFrank@GarverUSA.com

C-01.12 Sample Certificate of Liability Insurance:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) (must be dated)

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

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

PRODUCER: Agency Name Agency Address www.stephens.com	CONTACT NAME: Agency contact PHONE (A/C, No, Ext): Agency ph# FAX (A/C, No): E-MAIL ADDRESS: Agency contact email address INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Carrier Name (AM Best Rating) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Named Insured on the policies	

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	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT LOC	X	X	XXXXXXXXXX			EACH OCCURRENCE $ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 5,000,000 PRODUCTS - COMP/OP AGG $ 5,000,000 $
	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS ✓ HIRED AUTOS NON-OWNED AUTOS	X	X	XXXXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $ $
	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ XXXXX	X	X	XXXXXXXXXX Umbrella / Excess only if needed to meet the required underlying General Liability limit			EACH OCCURRENCE $ AGGREGATE $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A	X	XXXXXXXXXX			✓ WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
				XXXXXXXXXX			

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

Owner & Garver, LLC shall be included as an Additional Insured by endorsement #CG2010(11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be Primary and non-contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies. 60 day notice will be provided to the Owner and Garver LLC in the event of cancellation, non-renewal and/or impairment of the Contractor's policies.

CERTIFICATE HOLDER	CANCELLATION
Owner and Garver LLC	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 (must be signed by the Contractor's Insurance Agent)

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C-02 UTILITIES

All work in this contract shall be in accordance with the Texas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines, structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-03 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

C-04 CLEAN UP

From time to time, the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

C-05 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-06 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time. The Contractor agrees that time is a critical element for this Contract. Loss will accrue to the Owner due to delayed completion of the work; and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened. The Contractor agrees that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for, the Owner may withhold, permanently, from the Contractor's total compensation, the sum of **One Thousand** Dollars ($1000.00) as stipulated damages for each day of such delay. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed", or the date work commences, whichever occurs first; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.

2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	9	2
February	5	1
March	6	0
April	8	0
May	8	1
June	12	0
July	10	1
August	13	0
September	9	1
October	8	1
November	6	2
December	8	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy,

an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-07 CARE OF WORK

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, equipment, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner and Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-08 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in theses specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

C-09 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground

existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-10 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-11 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this contract by the Owner 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 there, which shall appear within a period of 12 months from the date of final acceptance of the work. The Contractor will be responsible for all costs associated with construction observation and oversight for the repair work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of the acceptance of the repair work.

C-12 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-13 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures, including notifying the Engineer whether electronic submittals or paper submittals will be provided for all submittal packages in the project. Mixing of package types will not be allowed. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (*.PDF) format and shall be legible when printed.

2. Submit six (6) paper submittal copies via mail or other courier service to the Engineer's designated representative.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file or hard cover bound book, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall be responsible for payment of any subsequent submittal reviews beyond the second iteration of a specific item as indicated by the construction submittal log. In this event, the Owner's representative shall conduct the submittal review and payment for the submittal review shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional submittal reviews at the Owner's contract rate.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

The Contractor will implement, in conjunction with the Engineer and LRNA Manager of Construction, project-specific procedures/policies for construction management services during construction to assist in obtaining completed Projects in accordance with the purpose and intent of the construction documents including, but not limited to the following:

1. Use web based Construction Management Software (EADOC) provided to the Contractor. Access to this system will be provided at no cost to the Contractor by LRNA.

2. Ensure that ALL Subcontractors, and any other project participants use the EADOC Construction Management Software provided by LRNA. Access to this system will be provided at no cost to each by LRNA.

C-14 STORMWATER POLLUTION PREVENTION PLAN

Coverage under the Texas Commission on Environmental Quality (TCEQ) General Permit is not required for construction projects disturbing less than 1 acre.

C-15 TEST BORINGS/SUBSURFACE INFORMATION

Soil characteristics provided in any soil reports, or as shown on boring logs, are representative only at the location of the sample taken, and neither the Owner, Engineer nor Engineer's consultants will be responsible for variations in the soil characteristics at other locations. Any subsurface information or geotechnical reports made available to Contractor was obtained and intended for the Owner's design and estimating purposes only. Such reports and drawings are not Contract Documents.

The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or (3) any Contractor interpretation or other conclusion drawn from any data, interpretations, opinions, or information.

C-16 WAGE RATES

The Davis Bacon minimum wage rates for this project are applicable and included in Section M of this Contract:

END OF SPECIAL PROVISIONS

RELEASE OF LIEN

FROM: Contractor's Name:_____

Address: _____

TO: Owner's Name:_____

Address: _____

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

_____

project.

Contractor's Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name:_____

Address: _____

TO: Owner's Name:_____

Address: _____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the

_____

project have been fully satisfied.

Contractor's Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires:

_____

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated: _____

Surety Company: _____

By: _____
Resident Agent, State of Texas

ATTACHMENT J

ADDENDUM NO. 1
ADDENDUM NO. 2

Completed and Submitted by
CONTRACTOR

12141 Wickchester Lane
Suite 200
Houston, TX 77079

TEL 713.491.8333
FAX 713.395.5486

www.GarverUSA.com

ADDENDUM NO. 1

Date:	**August 19, 2021**
Project Name:	**Airfield Marking Rehabilitation for the Jack Brook Regional Airport**
Owner:	**Jefferson County, Texas**
Owner Project No.:	**IFB 21-052/JW**
Garver Project No.	**20A12502**

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict. This addendum, including all attachments, shall become part of the Contract and all provisions of the Contract shall apply thereto, with exception of the items listed under "Other Project Information" at the end of this Addendum No. 1, which are supplements provided for the Contractor's convenience. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

A. Pre-Bid Meeting Agenda/Minutes and Sign-In Sheet
    1. Attached are the agenda/minutes from the pre-bid meeting and sign in sheet.

END OF ADDENDUM NO. 1

12141 Wickchester Lane
Suite 200
Houston, TX 77079

TEL 713.491.8333
FAX 713.395.5486

www.GarverUSA.com

Airfield Marking Rehabilitation Pre-Bid

To:	Attendees	**Date:**	August 18, 2021
From:	Garver	**Project #:**	20A12502

Nothing stated or distributed at this meeting will change the contract documents unless through written addendum. No interpretation of the Contract Documents will be made orally.

1. Introductions and Sign-in Sheet
    a. Garver Contact – Jason Frank, (713) 395 4282, JEFrank@GarverUSA.com
        - Ken Rutabana, (214) 619-9016, KKRutabana@GarveruUSA.com
        - David Granato, (713) 482-4791, DAGranato@garverusa.com
    b. Jefferson County Purchasing Department – Jamey West, (409) 835-8693, jwest@co.jefferson.tx.us

2. Date, Time, and Place of Bid Opening
    a. Bids will be received until Wednesday, September 1, 2021, at 11:00 am (CST) at the Jefferson County Engineering Department Conference Room of the City of Beaumont at 1149 Pearl Street, Beaumont, Texas 77701.
    b. No bids will be accepted after bid time is called.
    c. Reference instructions for Bidders for all bidding requirements.
        i. Bidder's Checklist of Required Items
            1. Bid Form/Proposal
                a. 1 original bid copy with completed copy of spec (Bid form, Statement of Bidder's qualitifcation, etc.)
                b. 3 copies with minimum all pages that need completing.
                c. Monitor for addenda.
            2. List of Manufacturers
            3. List of Proposed Subcontractors
            4. A 5% bid bond or cashier's check must accompany the bid and be made payable to the Owner. Bid security will be returned after the Owner (Jefferson County) and the accepted bidder have executed the contract.
            5. Davis Bacon Wage Rates
            6. Registration in SAM (System for Award Management) (page B-11)

3. Front End Documents
    a. Bid requirements
    b. Contract conditions

c. Special contract requirements
d. Insurance requirements

4. Addenda and Interpretations
   a. No interpretation of the Contract Documents will be made orally.
   b. Engineer must receive written request for interpretation no later than 5 PM CT on Monday August 23rd. Questions received after this deadline may not be answered.
   c. The final addenda shall be issued at a minimum of 48 hours prior to the opening of bids.

5. Work Restrictions/Site Conditions
   a. Traffic restricted to authorized vehicle and personnel as approved by the airport.
   b. Material storage/staging requirements – See Construction Safety & Phasing Plans in drawings.
   c. Use of facilities/site restricted to authorized personnel as approved by the airport.
   d. Work by Others - None

6. Schedules
   a. Progress Schedule: Submit at least 7 days prior to preconstruction conference.
   b. Submittals/Shop Drawings: Can be submitted prior to preconstruction conference. Must be submitted at least 7 days prior to anticipated material procurement date.
   c. Weather Delays – promptly request, Owner discretion

7. Project Meetings

   The Contractor will be required to lead project meetings, and should come prepared to each meeting with an agenda and provide minutes to the meetings within 24 hours.
   a. Pre-construction Conference
   b. Weekly Progress Meeting
   c. Quality Control / Pre-Installation / Facility Start-up Meetings when needed
   d. Post Construction Meeting

8. Submittals
   a. Must be submitted at least 7 days prior to anticipated material procurement date.
   b. A limited number of "rush" submittals will be processed
   c. Submittal Closeout

9. Regulatory Requirements
   a. Contractor responsible for conforming to all applicable codes

10. Permits (If applicable)

11. Schedule for completion
    a. 21 calendar day contract time

b. Liquidated damages: $1,000/day
c. Weather Days: Page K-30

12. Scope of work
    a. Removing Existing Marking and Installing new proposed Markings on the identified Runways and Taxiways

13. Site walk through

Nothing stated or distributed at this meeting will change the contract documents unless through written addendum. No interpretation of the Contract Documents will be made orally.

Airfield Marking Rehabilitation
Beaumont, Texas

Pre-Bid Conference
August 18th 2021, 10:00 am

SIGN-IN SHEET

Name	Representing	Phone #	Email
KEN RUTABANJA	GARVER	(214) 619-9016	KKRUTABANJA@GARVERUSA.com
Jesus Cardenas	CMOST	409-720-8370	jesusc@cmosetx.com
DAVID GRANADO	GARVER	713-482-4791	DAGRANAD@GARVERUSA.COM
JASON FRANK	GARVER	713-395-4282	jefrank@GARVERUSA.com
Ryan Pierce	Hi-Lite Airfield Svc.	315-583-6111 x502	ryan.pierce@hi-lite.com
Xuan Truong	Hi-Lite Airfield Svc.	315-583-6111 x501	xuan.truong@hi-lite.com
Caeden Pham	Spawglass	409-540-8420	caeden.pham@spawglass.com
Deb Clark	Jefferson County	409 835 8598	dclark@co.jefferson.tx.us

12141 Wickchester Lane
Suite 200
Houston, TX 77079

TEL 713.491.8333
FAX 713.395.5486

www.GarverUSA.com

ADDENDUM NO. 2

Date:	**August 26, 2021**
Project Name:	**Airfield Marking Rehabilitation for the Jack Brooks Regional Airport**
Owner:	**Jefferson County, Texas**
Owner Project No.:	**IFB 21-052/JW**
Garver Project No.	**20A12502**

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict. This addendum, including all attachments, shall become part of the Contract and all provisions of the Contract shall apply thereto, with exception of the items listed under "Other Project Information" at the end of this Addendum No. 2, which are supplements provided for the Contractor's convenience. The time provided for completion of the Contract has not been changed as noted in this addendum. Acknowledgement of receipt of this addendum must be noted in the appropriate section of the Bid Form and included with the Contract Documents.

A. Prospective Bidder Questions:
   1. Below are the response to questions received by prospective bidders:
      a. The Construction/Phasing plan sheets state that work within the runway RSA's will occur in the overnight hours. What will these hours be?
         i. 10 pm - 6 am
      b. What will be the available work hours outside the RSA's?
         i. 8 am – 6 pm
      c. Is water available on-site and will it free of charge?
         i. The contractor shall coordinate with the airport for water access. The airport shall provide water as needed.
      d. Since the site visit was cancelled, how many years of paint build-up can we expect?
         i. According to the airport, the contractor should expect 3-5 years of paint build-up.
      e. What is the process for the disposal of liquid waste from the paint removal process?
         i. The contractor shall operate a vacuum truck at all times during marking removal, or any operation producing liquid waste, and shall dispose of it adequately and in accordance with local and national codes.

f. According to Google Earth, the runway centerlines are 120 ft by 3ft for the white. On the plan sheets it says 120 ft by 18". What are the current centerlines measured at?
   i. The existing runway centerlines are 120 ft by 3 ft. The proposed runway centerlines will be 120 ft by 1.5 ft white paint with 0.5 ft black outline. The removal quantity for the existing markings has been updated (see section B below) in this addendum.

g. How did you determine the square feet measurement of 433.55 on the centerlines? What measurements did you use?
   i. The removal quantity for the existing runway centerline markings has been corrected (see section B below) to 480 SF in this addendum. This accounts for the 120 ft by 3 ft of white markings with the 0.5 ft black outline.

h. How did you determine the square feet measurement of 9359.52 on the aiming point? What measurements did you use?
   i. The removal quantity for the existing aiming point markings has been corrected (see section B below) to 9362 SF in this addendum. This accounts for the 150 ft by 31 ft of white markings with the 0.5 ft black outline for the pair of markings.

B. DRAWINGS

1. Remove the following drawings in their entirety, and replace with the same, attached hereto:
   a. M-101 RUNWAY 16-34 MARKING REMOVAL PLAN I
   b. M-102 RUNWAY 16-34 MARKING REMOVAL PLAN II
   c. M-103 RUNWAY 16-34 MARKING REMOVAL PLAN III

END OF ADDENDUM NO. 2

ATTACHMENT K

WAGE RATES

Article 5159a of the Revised Civil Statutes of Texas, passed by the 43rd Legislature Acts of 1933, Page 91, Chapter 45, provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic and shall specify in the call for bids and in the Contract the prevailing rate of per diem wages which shall be paid for each craft type of workman. This Article further provides that the CONTRACTOR shall forfeit, as a penalty, to the City, County, or State, or other political subdivision, Ten Dollars ($10.00) per day for each laborer, or workman, or mechanic who is not paid the stipulated wage for the type of work performed by him as set up on the wage scale. The OWNER is authorized to withhold from the CONTRACTOR, after full investigation by the awarding body, the amount of this penalty in any payment that might be claimed by the CONTRACTOR or Subcontractor. The Act makes the CONTRACTOR responsible for the acts of the Subcontractor in this respect.

The Article likewise requires that the CONTRACTOR and Subcontractor keep an accurate record of the names and occupations of all persons employed by him and show the actual per diem wages paid to each worker, and these records are open to the inspection of the OWNER.

The Davis Bacon minimum wage rates for this project are as follows:

LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

"General Decision Number: TX20210038 01/01/2021

Superseded General Decision Number: TX20200038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS(excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	

Laborer, Common.....$ 11.02
Laborer, Utility.....$ 11.73
Pipelayer.....$ 12.12
Work Zone Barricade
Servicer.....$ 11.67

PAINTER (Structures).....$ 18.62

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....$ 14.06
Asphalt Paving Machine.....$ 14.32
Broom or Sweeper.....$ 12.68
Concrete Pavement
Finishing Machine.....$ 13.07
Concrete Paving, Curing,
Float, Texturing Machine....$ 11.71
Concrete Saw.....$ 13.99
Crane, Hydraulic 80 Tons
or less.....$ 13.86
Crane, Lattice boom 80
tons or less.....$ 14.97
Crane, Lattice boom over
80 Tons.....$ 15.80
Crawler Tractor.....$ 13.68
Excavator, 50,000 pounds
or less.....$ 12.71
Excavator, Over 50,000
pounds.....$ 14.53
Foundation Drill, Crawler
Mounted.....$ 17.43
Foundation Drill, Truck
Mounted.....$ 15.89
Front End Loader 3 CY or
Less.....$ 13.32
Front End Loader, Over 3 CY.$ 13.17
Loader/Backhoe.....$ 14.29
Mechanic.....$ 16.96
Milling Machine.....$ 13.53
Motor Grader, Fine Grade....$ 15.69
Motor Grader, Rough.....$ 14.23
Off Road Hauler.....$ 14.60
Pavement Marking Machine....$ 11.18

Piledriver.....$ 14.95
Roller, Asphalt.....$ 11.95
Roller, Other.....$ 11.57
Scraper.....$ 13.47
Spreader Box.....$ 13.58

Servicer.....$ 13.97

Steel Worker
Reinforcing Steel.....$ 15.15
Structural Steel Welder.....$ 12.85
Structural Steel.....$ 14.39

TRUCK DRIVER
Low Boy Float.....$ 16.03
Single Axle.....$ 11.46
Single or Tandem Axle Dump..$ 11.48
Tandem Axle Tractor w/Semi
Trailer.....$ 12.27

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
"

ATTACHMENT L

CHANGE ORDER FORM

Change Order

No. _____

Date of Issuance: Effective Date:
Project: Owner: Owner's Contract No.:
Contract: Date of Contract:
Contractor: Engineer's Project No.:

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

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:
Original Contract Price:

CHANGE IN CONTRACT TIMES:
Original Contract Times:
☐ Working days ☐ Calendar days

Substantial completion (days or date):
$ Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change

Orders No._____ to No._____:

[Increase] [Decrease] from previously approved Change Orders
No._____ to No._____:

Substantial completion (days):

$ Ready for final payment (days):
Contract Price prior to this Change Order: Contract Times prior to this Change Order:

Substantial completion (days or date):

$ Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order: [Increase] [Decrease] of this Change Order:
Substantial completion (days or date):

$ Ready for final payment (days or date):
Contract Price incorporating this Change Order: Contract Times with all approved Change Orders:

Substantial completion (days or date):
$ Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
_____	_____	_____
By: Engineer (Authorized Signature)	By: Owner (Authorized Signature)	By: Contractor (Authorized signature)
_____	_____	_____
Date:	Date:	Date:

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

ATTACHMENT M

TECHNICAL SPECIFICATIONS

ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

Contractor Safety Plan Compliance Documents

Owner Name: Jefferson County

Airport: Jack Brooks Regional Airport

Project Description: Airfield Marking Rehabilitation

Contractor: XXXXXXXXXX

Each item listed below corresponds to a specific section of the approved CSPP. The Contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principle or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Correspondence:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety Plan Compliance Document.

Owner:	
Contact:	**Phone:**
Engineer:	
Project Manager:	**Phone:**
Project Engineer:	**Phone:**
Construction Observer:	**Phone:**
Materials Testing:	**Phone:**
Contractor:	
Project Manager:	**Phone:**
Superintendent:	**Phone:**
Subcontractors:	**Phone:**
LIST ALL SUBS	

Yes_____No_____

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

3. **Section 3 – Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

4. **Section 4 – Protection of Navigational Aids (NAVAIDS):** This project shall be completed in accordance with Section 4 "Protection of Navigational Aids (NAVAIDS)" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 "Contractor Access" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 "Wildlife Management" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 "Foreign Object Debris (FOD) Management" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 "Hazardous Materials (HAZMAT) Management" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 "Notification of Construction Activities" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 "Inspection Requirements" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 "Underground Utilities" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 "Penalties" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13 "Special Conditions" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance

with 14 "Runway and Taxiway Visual Aids" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 "Marking and Signs for Access Routes" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 "Hazard Marking and Lighting" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

17. Section 17 – Work Zone Lighting for Nighttime Construction: This project shall be completed in accordance with Section 17 "Work Zone Lighting for Nighttime Construction" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

18. **Section 18 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces:** This project shall be completed in accordance with Section 18 "Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

19. **Section 19 – Other Limitations on Construction:** This project shall be completed in accordance with Section 19 "Other Limitations on Construction" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: _____
Contractor's Authorized Representative

Date: _____

_____

Print Name and Title of Contractor's Representative

END OF ITEM SS-101

ITEM SS-110 STANDARD SPECIFICATIONS

GENERAL

110-1.1 The standard specifications of the Texas Department of Transportation (TxDOT) are bound in a book titled Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be obtained from https://www.txdot.gov/ at their customary charge.

INCORPORATION AND MODIFICATION

110-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

110-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

110-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

110-2.4 Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

MEASUREMENT AND PAYMENT

All measurements and payments are defined within the specifications and modification pages. Any specifications that is referred to but not included in the specification/contract documents shall be considered subsidiary to the item in which it is contained.

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ITEM SS-120 CONSTRUCTION SAFETY AND SECURITY

DESCRIPTION

120-1.1 This item covers safety and security for construction of the proposed improvements.

The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Construction Safety and Security."

The item "Construction Safety and Security" shall include:

1. Lighted Barricades and Closed Taxiway and Runway Markings
2. Airport Security Requirements
3. Airport Safety Requirements

CONSTRUCTION METHODS

120-2.1 LIGHTED BARRICADES AND CLOSED TAXIWAY AND RUNWAY MARKINGS. The Contractor shall furnish, install, maintain, and remove closed taxiway and runway markings and lighted barricades in accordance with details on the plans and as directed by the Engineer. The closed runway markers shall be aviation yellow, nylon-reinforced vinyl. The markers shall be secured to the pavement/ground as shown on the plans and as directed by the Engineer. The lighted barricades shall be constructed and installed as shown on the plans. All lighted barricades and closed taxiway and runway markings shall be constructed in accordance with AC 150/5370-2G Operational Safety on Airports During Construction.

All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels and closed runway markings will not be measured for separate payment, but will be considered subsidiary to the bid item "Construction Safety and Security."

120-2.2 AIRPORT SECURITY REQUIREMENTS. The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

120-2.3 AIRPORT SAFETY REQUIREMENTS. The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

MEASUREMENT AND PAYMENT

120-3.1 Site preparation will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Construction Safety and Security", which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-120-3.1 Construction Safety and Security - per Lump Sum

END OF ITEM SS-120

ITEM C-105 MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **3** percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

~~**105-4.1 Engineer/RPR field office.** The Contractor shall provide dedicated space for the use of the field RPR and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity in accordance with local building codes. *The building for the temporary field office shall be for the exclusive use by the Engineer as a field office and shall conform to the requirements listed below. The dimensions and other requirements specified herein are minimums and the building may be built by the Contractor for the specific purposes noted herein. It is not intended, however, to prohibit the use of commercially built trailers or prefabricated buildings which may deviate in minor dimension or detail from the requirements listed herein but may in some features exceed the listed requirements and in all major respects be entirely suitable for the purpose intended. The Engineer will determine the suitability of any building furnished. It shall be the responsibility of the Contractor to coordinate and obtain also necessary permits and install all required temporary facilities to provide a complete and usable temporary field office.*~~

~~*Minimum requirements for offices:*~~

~~***a.** The building may be portable or other suitable type with 7-ft minimum ceiling height; must be floored, weatherproof and reasonably dustproof; must have at least two glazed sliding windows provided with window latches; must have at least one door provided with a substantial lock and all keys placed in the possession of the Engineer. Doors and windows shall be screened. The building need not be new but the facility furnished under this item shall be neat, clean, sound and usable for the purpose intended.*~~

~~***b.** The building shall be provided with electric lights and power outlets arranged as directed by the Engineer. The building shall be provided with equipment in good working order. In cold weather the building shall be provided with adequate vented space heating facilities and fuel for heating. In hot weather the building shall be equipped with adequate air conditioning units. Heating and cooling and telephone utility service will be furnished at no cost to the Owner or Engineer.*~~

~~***c.** The building for the field office shall provide not less than 240 sq. ft. of floor space. At least two tables each suitable for desk and drafting table work shall be provided with approximate dimensions of 30" x 48". These tables may be movable, attached to a wall, or built in. Each table will be provided with at least two drawers (minimum dimensions: 8" deep x 12" wide by 24" long) or equivalent cabinet or shelf space for storing field books and records.*~~

~~***d.** The building shall be provided with internet access with a minimum download speed of 24 megabits per second. This service shall be provided for the length of the contract or construction project, whichever is greater.*~~

105-4.2 Contractor's access / haul routes. *The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all*

materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization." Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the option of the Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.

105-4.3 Contractor's Staging Area. *The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item Mobilization."*

105-4.4 Instrument Control. *The Contractor will be furnished survey baselines and benchmarks to control the work as shown on the Plans. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the work. The Contractor shall provide the instrument control as provided for in Section 50 of the General Provisions. The Contractor's instrument control of the work shall not be measured for separate payment, but will be considered subsidiary to the bid item "Mobilization".*

105-4.5 Clean-Up. *From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.*

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization (3% Max) – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

~~**101-3.1 Removal of existing pavement.**~~

~~The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.~~

~~**a. Concrete pavement removal.** Full-depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of [___]. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.~~

~~The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.~~

~~**b. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be [wasted on the airport site] [incorporated into embankment], it shall be [broken to a maximum size of [___] inches.] [meet the following gradation: [___].~~

~~**c. Repair or removal of Base, Subbase, and/or Subgrade.** All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.~~

~~***d. Disposal.*** *All existing pavement removed shall be disposed of off-site. All hauling will be considered a necessary and incidental part of the work. Its costs shall be considered by the Contractor and included in the contract unit price for the pay items of work involved. No payment will be made separately or directly for hauling on any part of the work.*~~

~~**101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide with a crack sealant [per ASTM D6690]. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.~~

~~[Wider cracks (over 1-1/2 inch wide), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.~~

~~Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.~~

~~**Gradation**~~

~~Sieve Size~~	~~Percent Passing~~
~~No. 4 (4.75 mm)~~	~~100~~
~~No. 8 (2.36 mm)~~	~~90-100~~
~~No. 16 (1.18 mm)~~	~~65-90~~
~~No. 30 (600 µm)~~	~~40-60~~
~~No. 50 (300 µm)~~	~~25-42~~
~~No. 100 (150 µm)~~	~~15-30~~
~~No. 200 (75 µm)~~	~~10-20~~

~~Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.~~

~~The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.]~~

~~***a. Soil Sterilants.*** *Soil sterilants shall contain Bromacil or Prometone and shall be approved by the Engineer. Application rates shall be in accordance with the manufacturer's recommendations.*~~

~~***b. Crack Preparation.*** *A high temperature compressed air lance shall be used at all times to blast out any vegetation, dirt, dampness and loose materials from the cracks. Existing crack sealant which is deteriorated shall be removed as directed by the Engineer. The high velocity hot air shall be not less than 2,000 °F in temperature. The air lance shall operate in a no flame impingement condition and shall have a directional controlled velocity of 330 fps minimum and a combustion temperature at ignition of no less than 2,000 °F. After cleaning of crack, tack coat shall be applied prior to the application of emulsified asphalt and aggregate. Tack coat shall conform to Item P-603 of these specifications.*~~

~~***c. Filler Application.*** *After cracks have been cleaned, received soil sterilant and tack coat, and have been approved by the Engineer, the cracks shall be filled with the emulsified asphalt and aggregate described within this specification. The mix shall be raked in the crack by hand in order to completely fill the entire crack. Once the crack is filled, excess asphalt mix shall be rounded up along the length of the crack, and pinched into the crack using a small asphalt roller. The application and compaction method shall be approved by the Engineer prior to beginning crack cleaning operations.*~~

101-3.3 Removal of Foreign Substances/contaminates prior to remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

~~Chemicals~~, high-pressure water, *grinder*, heater scarifier (asphaltic concrete only), cold milling, or sandblasting may be used. ~~If chemicals are used, they shall comply with the state's environmental protection regulations~~. Removal methods used shall not cause damage to the pavement, or to any structure or utility within or adjacent to the work area. Damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the

application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

For areas to be repainted, the existing painted surface shall be cleaned by high-pressure water blasting or sand blasting, as required, to remove all foreign material that would reduce the bond between the new paint and the old paint.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed **[** off Airport property **] [** in areas designated on the plans **]**. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR *Contractor* shall layout the area to be milled with a straightedge in increments of 1 foot widths. *The Contractor's layout shall be approved by the RPR prior to beginning milling operations.* The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of **[** 7 **]** feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to **[** windrow the millings or cuttings **] [** remove the millings or cuttings from the pavement and load them into a truck **]**. All millings shall be removed and disposed of **[** off the airport **] [** in areas designated on the plans **]**.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the millling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed **[** off Airport property **] [** in areas designated on the plans **]**.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer. **[ ]**

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface dry prior to installation of sealant.

101-3.8.3 Joint sealant. Joint material and installation will be in accordance with **[** Item P-605 **] [** Item P-604 **]**.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, the method used cleans the cracks and does not damage the pavement.

101-3.9.1 Preparation of Crack. Widen crack with **[** router **] [** random crack saw **]** by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water free compressed air.

101-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by **[** routing **] [** random crack saw **]**. Following **[** routing **] [** sawing **]** any remaining debris will be removed by use of a hot lance combined with oil and water free compressed air.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with **[** Item P-605 **]**.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. [Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to **[** 95% **]** of ASTM **[** D1557 **] [** D698 **]**. **[** Not used. **]]**

~~**b. Removal of Inlets/Manholes.** [Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to [95%] of ASTM [D1557] [D698], when outside of paved areas must be compacted to [95%] of ASTM D698. [Not used.]]~~

~~**c.** Removal of [ ].~~

METHOD OF MEASUREMENT

~~**101-4.1 Pavement removal.** The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal.~~

~~**101-4.2 Joint and crack repair.** The unit of measurement for joint and crack repair shall be the linear foot of joint.~~

101-4.3 Removal of Foreign Substances/contaminates *(Pavement Markings Removal)*. The unit of measurement for foreign Substances/contaminates removal shall be the square foot for all pavement marking material types.

~~**101-4.4 Spalled and failed asphalt pavement repair.** The unit of measure for failed asphalt pavement repair shall be square foot.~~

~~**101-4.5 Concrete Spall Repair.** The unit of measure for concrete spall repair shall be the number of square feet. The location and average depth of the patch shall be determined and agreed upon by the RPR and the Contractor.~~

~~**101-4.6 Cold milling.** The unit of measure for cold milling shall be [ ] inches of milling per square yard. The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.]~~

101-4.7 Removal of Pipe and other Buried Structures. Not required.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1	Pavement Markings Removal – per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

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ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
Waterborne Type II	White	37925	115 ft²/gal	Type I-A	10 lb/gal
Waterborne Type II	Yellow	33538 or 33655	115 ft²/gal	Type I-A	10 lb/gal
Waterborne Type II	Red	31136	115 ft²/gal	Type I-A	10 lb/gal
Waterborne Type II	Black	37038	115 ft²/gal	N/A	N/A

[1] See paragraph 620-2.2a

[2] See paragraph 620-2.2b

a. Paint. Paint shall be waterborne and preformed thermoplastic *(where specified in the construction drawings)* in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

~~**Preformed Thermoplastic Airport Pavement Markings.** Markings must be composed of ester-modified resins in conjunction with aggregates, pigments, and binders that have been factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.~~

(1) The markings must be able to be applied in temperatures as low as 35°F without any special storage, preheating, or treatment of the material before application.

(a) The markings must be supplied with an integral, non-reflectorized black border.

(2) Graded glass beads.

(a) The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall conform to Federal Specification TT-B-1325D, Type I, gradation A and Federal Specification TT-B-1325D, Type IV.

(b) The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of one (1) lb (±10%) per 10 square feet. These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Preformed Thermoplastic Bead Gradation

Size Gradation		Retained, %	Passing, %
U.S. Mesh	µm		
12	1700	0 – 2	98 – 100
14	1400	0 – 3.5	96.5 – 100
16	1180	2 – 25	75 – 98
18	1000	28 – 63	37 – 72
20	850	63 – 72	28 – 37
30	600	67 – 77	23 – 33
50	300	89 – 95	5 – 11
80	200	97 – 100	0 – 3

(3) Heating indicators. The material manufacturer shall provide a method to indicate that the material has achieved satisfactory adhesion and proper bead embedment during application and that the installation procedures have been followed.

(4) Pigments. Percent by weight.

(a) White:

Titanium Dioxide, ASTM D476, type II shall be 10% minimum.

(b) Yellow and Colors:

Titanium Dioxide, ASTM D476, type II shall be 1% minimum.

Organic yellow, other colors, and tinting as required to meet color standard.

(5) Prohibited materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant federal regulations.

(6) Daylight directional reflectance.

(a) White: The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 45% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

~~x .462~~	~~x .470~~	~~x .479~~	~~x .501~~
~~y .438~~	~~y .455~~	~~y .428~~	~~y .452~~

~~(7) Skid resistance. The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.~~

~~(8) Thickness. The material must be supplied at a nominal thickness of 65 mil.~~

~~(9) Environmental resistance. The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.~~

~~(10) Retroreflectivity. The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.~~

~~(11) Packaging. Packaging shall protect the material from environmental conditions until installation.~~

~~(12) Preformed thermoplastic airport pavement marking requirements.~~

~~(a) The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross sectional area. The markings must be resistant to the detrimental effects of aviation fuels, motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to asphalt and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.~~

~~(b) The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per advisory circular (AC) 150/5320 12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.~~

~~(c) Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 feet long) must be factory assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.~~

~~(d) The marking material must set up rapidly, permitting the access route to be re opened to traffic after application.~~

~~(e) The marking material shall have an integral color throughout the thickness of the marking material.~~

b. Reflective media. Glass beads for white, yellow *and red* paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface

temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. ~~A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings~~. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 ~~Application--preformed thermoplastic airport pavement markings.~~

~~To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet and a free span between supporting wheels of no less than 18 feet. The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.~~

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other. *The contractor shall be responsible for this test.*

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m²/lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than[1]	100	75	10

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

~~**620-4.1a** The quantity of surface preparation shall be measured by the number of square feet of surface preparation.~~

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

~~**620-4.1c** The quantity of reflective media shall be paid for by [the number of pounds] [lump sum] of reflective media.~~

~~**620-4.1d** [The quantity of temporary markings to be paid for shall be [the number of square feet of painting] [lump sum price] performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking.] [Temporary markings not required.]~~

~~**620-4.1e** The quantity of preformed markings to be paid for shall be the number of square feet of preformed markings.~~

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

~~**620-5.1a** Payment for surface preparation shall be made at the contract price for the number of square feet of surface preparation.~~

620-5.2b Payment for markings shall be made at the contract price for the number of square feet of painting.

~~**620-5.3c** Payment for reflective media shall be made at the contract unit price for [the number of pounds of reflective media] [lump sum].~~

~~620-5.4d Payment for temporary markings shall be made at the contract price for [the number of square feet of painting] [lump sum price]. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item. [Temporary markings are not required.]~~

~~620-5.5e Payment for preformed markings shall be made at the contract price for the number of square feet of preformed markings.~~

Payment will be made under:

Item P-620-5.1a	Pavement Markings (White) with Reflective Media - per square foot
Item P-620-5.1b	Pavement Markings (Yellow) with Reflective Media – per square foot
Item P-620-5.1c	Pavement Markings (Red) with Reflective Media - per square foot
Item P-620-5.1d	Pavement Markings (Black) without Reflective Media - per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR	Part 60, Appendix A-7, Method 24 Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

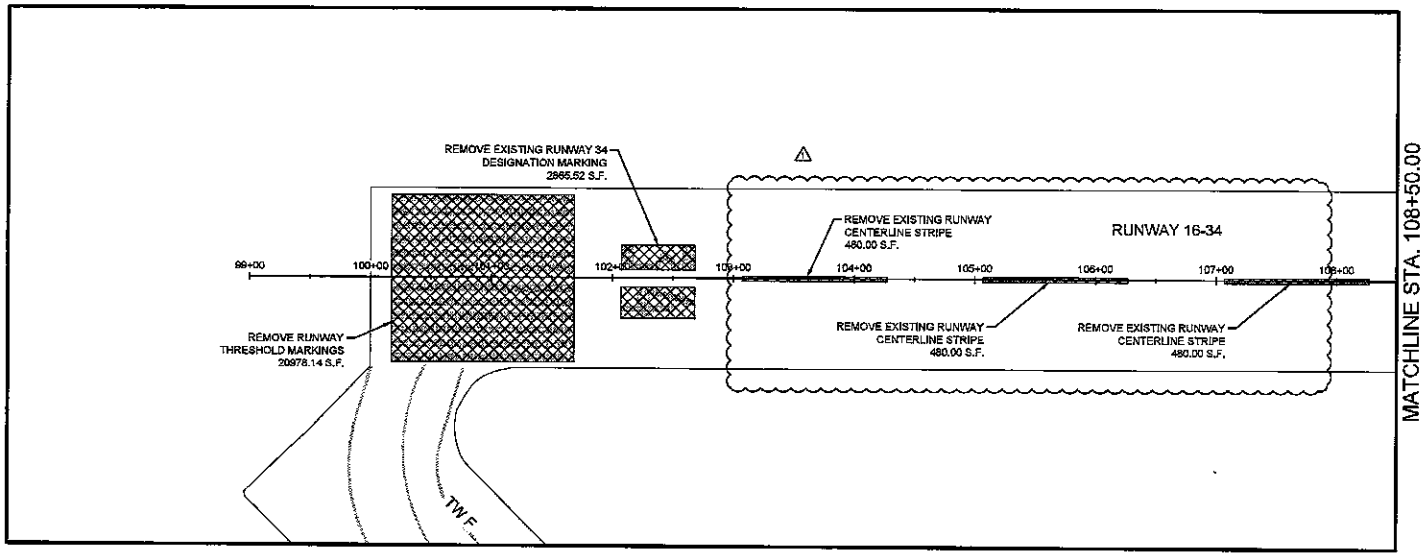
AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

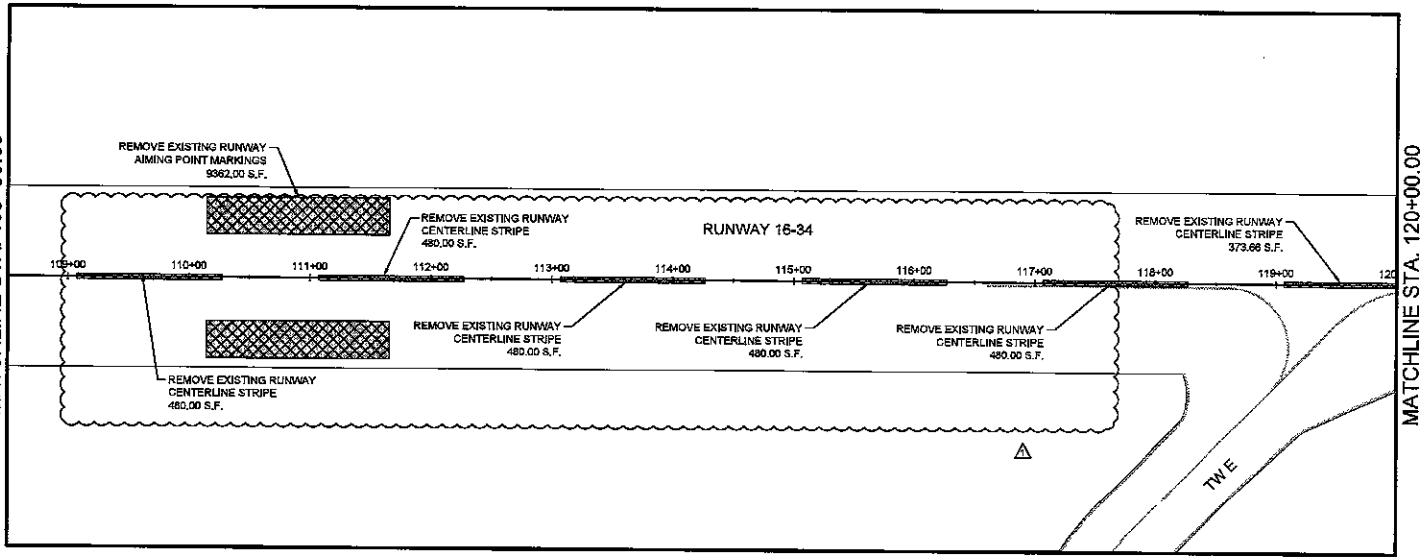
END OF ITEM P-620

ATTACHMENT N

Construction Drawings

N-1





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(IN FEET)

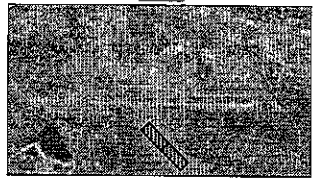
LEGEND

- PAVEMENT MARKING REMOVAL
- EXISTING PAVEMENT MARKINGS
- TAXIWAY LEAD-IN MARKING TO BE REMOVED

NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
3. ALL 6" BLACK OUTLINES ON EXISTING PAVEMENT MARKINGS SHALL BE REMOVED AS PART OF PAVEMENT MARKING REMOVAL.
4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.

KEYMAP



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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87879
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 08/26/2021

REV.	DATE	DESCRIPTION	BY
1	08/26/21	ADDENDUM NO.2	KKR

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

RUNWAY 16-34
MARKING REMOVAL
PLAN I

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
M-101

SHEET NUMBER 16

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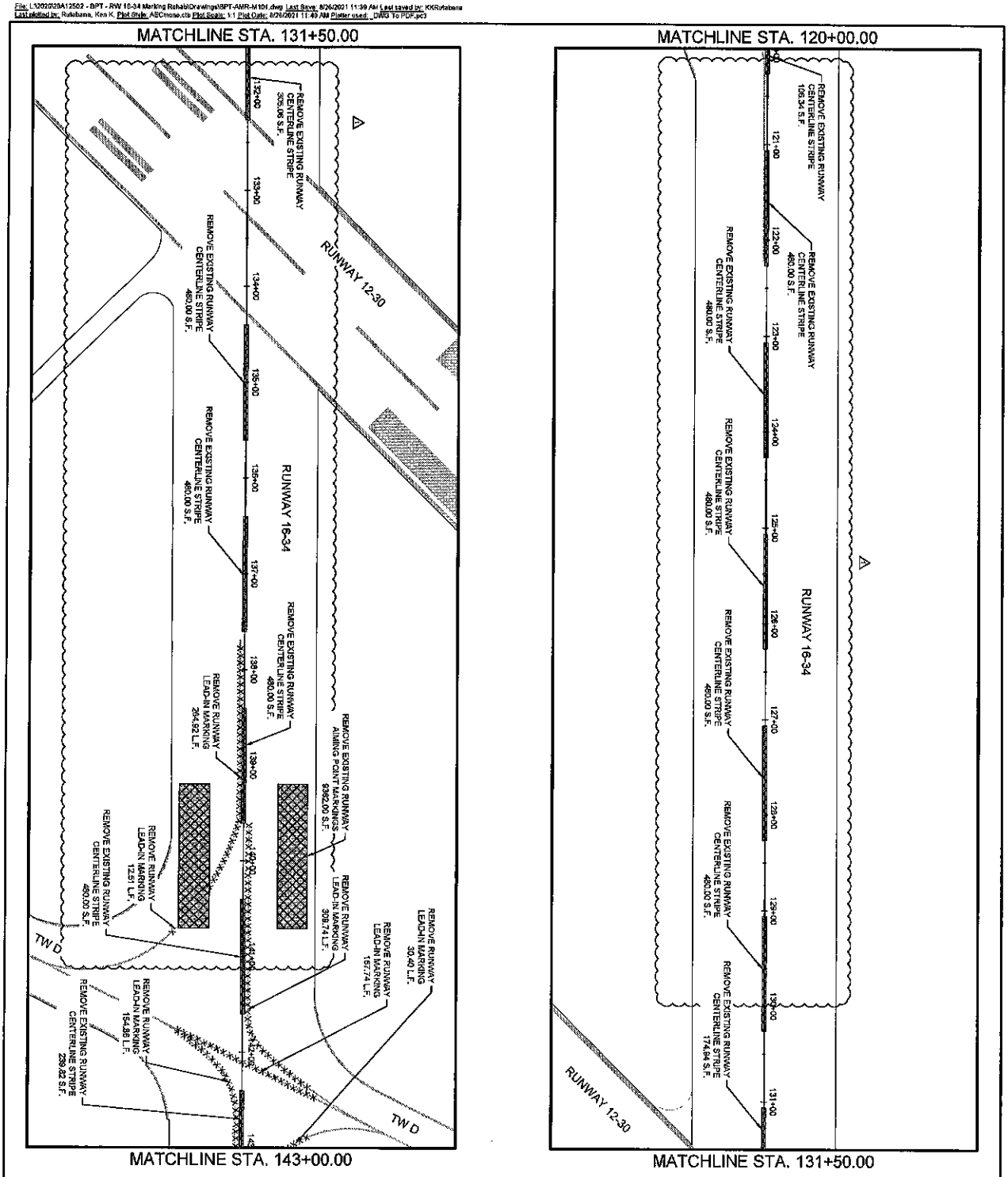
N-2



NOTES:

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4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.

LEGEND

	PAVEMENT MARKING REMOVAL
	EXISTING PAVEMENT MARKINGS
XXXXXXXXX	TAXIWAY LEAD-IN MARKING TO BE REMOVED

0 25 50 100 150' (IN FEET)

CARVER
CARVER ENGINEERING, LLC
REGISTRATION NO. F-5713
JASON E. FRANK
#79597
STATE OF TEXAS
Digitally Signed: 08/26/2021

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JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

RUNWAY 16-34 MARKING REMOVAL PLAN II

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH
CHECKED BY: JEF

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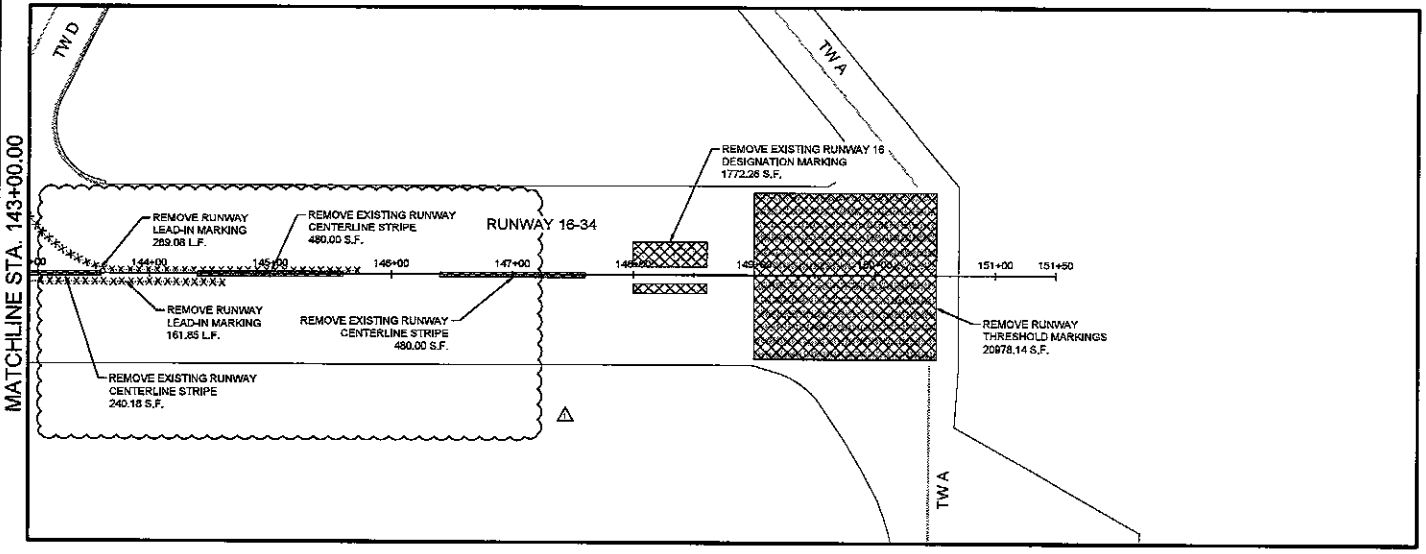
DRAWING NUMBER M-102

SHEET NUMBER 17

N-3



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(IN FEET)

LEGEND

- PAVEMENT MARKING REMOVAL
- EXISTING PAVEMENT MARKINGS
- TAXIWAY LEAD-IN MARKING TO BE REMOVED

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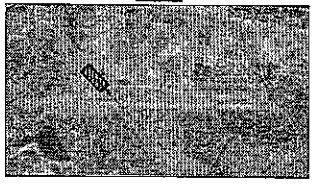
KEYMAP



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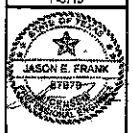

Digitally Signed 08/09/2021

REV	DATE	DESCRIPTION	BY
1	08/09/21	ADDENDUM NO.2	KKR

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

RUNWAY 16-34 MARKING REMOVAL PLAN III

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

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DRAWING NUMBER
M-103

SHEET NUMBER 18

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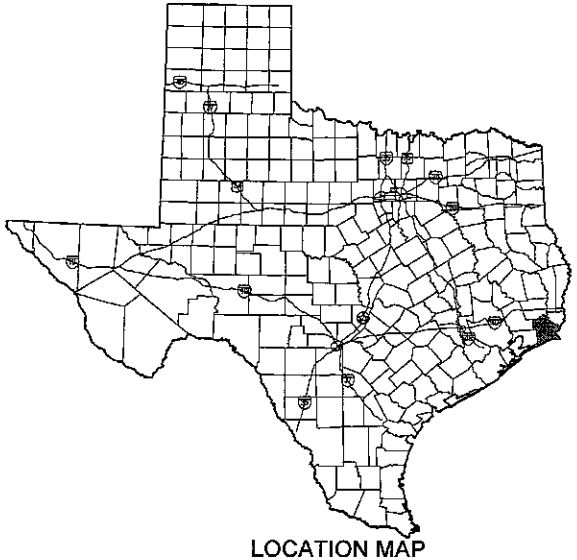
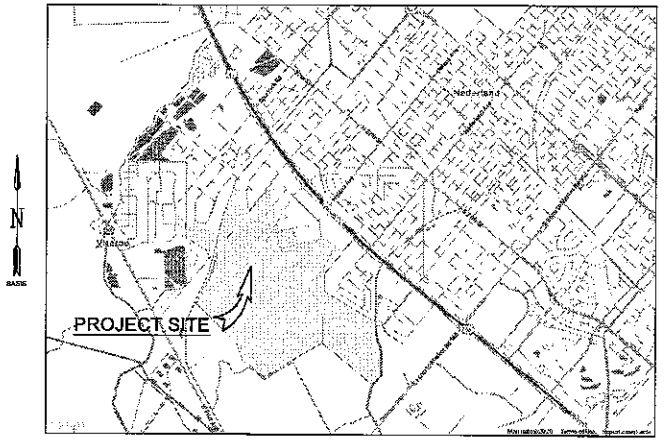
N-4

AIRFIELD
MARKING REHABILITATION
JACK BROOKS REGIONAL AIRPORT
BEAUMONT/PORT ARTHUR, TEXAS



LOCATION MAP



VICINITY MAP
NO SCALE

GARVER PROJECT NO. 20A12502
JULY 2021

GARVER
12141 Wickchester Lane
Suite 200
Houston, TX 77079
(713) 481-8333

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REGISTRATION NO.
F-5713

STATE OF TEXAS
JASON E. FRANK
87879
LICENSED
PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV	DATE	DESCRIPTION	BY

JACK BROOKS
REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

COVER SHEET

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

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DRAWING NUMBER
G-001

SHEET NUMBER 1

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Last plotted by: Rakshna, Kim K. Plot Style: AECnew.ctb Plot Scale: 1:1 Plot Date: 7/1/2021 10:07 AM Plotted using: DWG To PDF.pc3

N-5

Sheet List Table

Sheet Number	Drawing Number	Sheet Title
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3	G-003	SURVEY CONTROL
4	G-101	CONSTRUCTION SAFETY & PHASING - OVERALL
5	G-102A	CONSTRUCTION SAFETY & PHASING - PHASE 1
6	G-102B	CONSTRUCTION SAFETY & PHASING - PHASE 1A
7	G-103	CONSTRUCTION SAFETY & PHASING - PHASE 2
8	G-104	CONSTRUCTION SAFETY & PHASING - PHASE 3
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18	M-103	RUNWAY 16-34 MARKING REMOVAL PLAN III
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SUMMARY OF QUANTITIES

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	SS-120-3.1	Construction Safety and Security	L.S.	1
2	C-105-5.1	Mobilization (3% Max)	L.S.	1
3	P-101-5.1	Pavement Markings Removal	S.F.	150,000
4	P-620-5.1a	Pavement Markings (White) with Reflective Media	S.F.	50,400
5	P-620-5.1b	Pavement Markings (Yellow) with Reflective Media	S.F.	27,000
6	P-620-5.1c	Pavement Markings (Red) with Reflective Media	S.F.	1,300
7	P-620-5.1d	Pavement Markings (Black) without Reflective Media	S.F.	47,000

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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87979
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

NAV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS
AIRFIELD MARKING REHABILITATION

SHEET INDEX & SUMMARY OF QUANTITIES

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

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DRAWING NUMBER G-002

SHEET NUMBER 2

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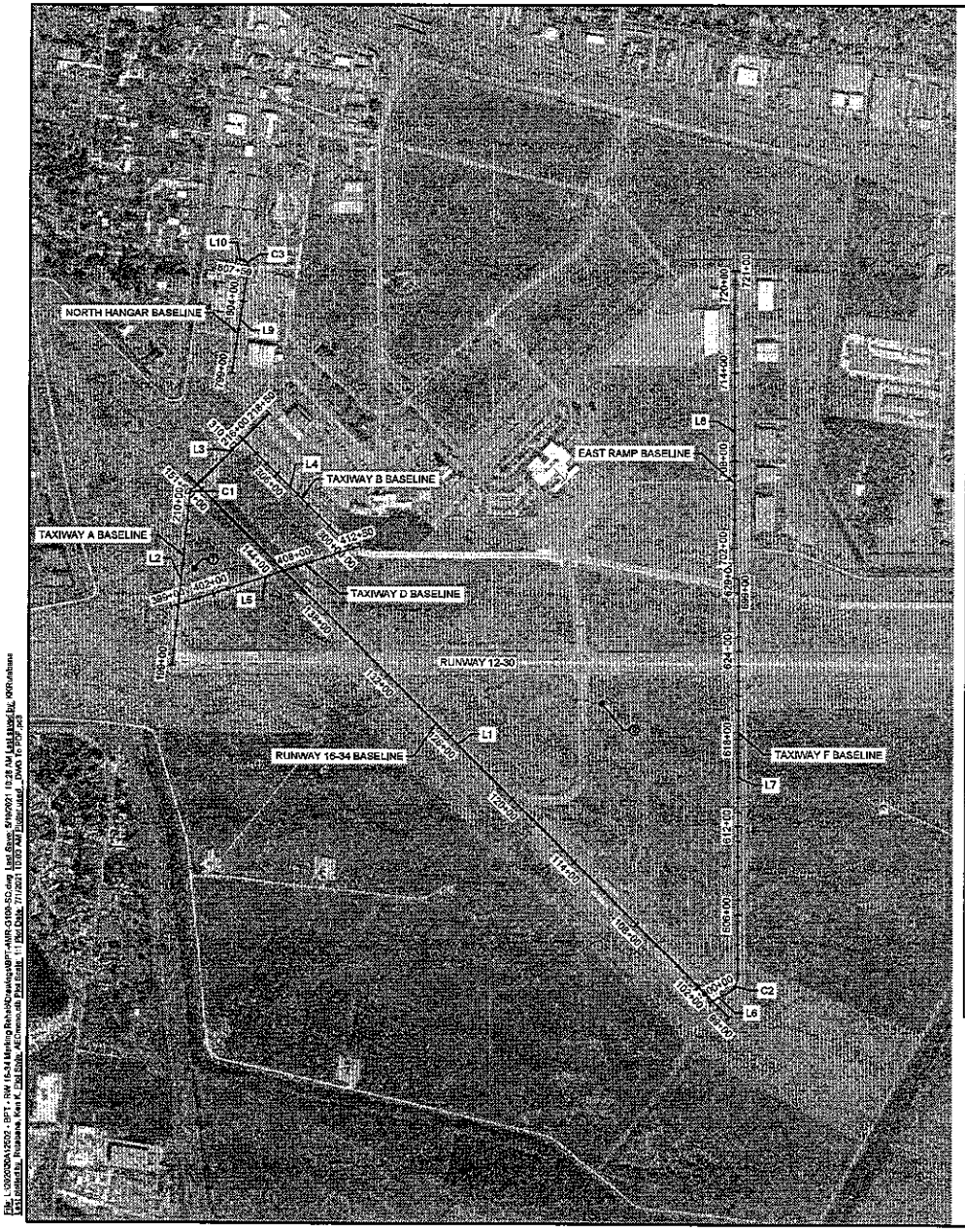
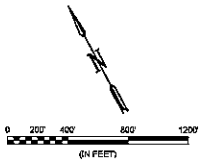
N-6





RUNWAY 16-34 BASELINE

Number	START STATION	END STATION	START NORTHING	START EASTING	END NORTHING	END EASTING	RADIUS	LENGTH	DELTA
L1	99+00.00	151+50.00	13924419.99	3544781.89	13929454.27	3543292.22		5250.00	

TAXIWAY A BASELINE

Number	START STATION	END STATION	START NORTHING	START EASTING	END NORTHING	END EASTING	RADIUS	LENGTH	DELTA
L2	199+00.00	210+73.76	13928341.96	3542586.63	13929313.31	3543245.66		1173.76	
C1	210+73.76	211+26.13	13929313.31	3543245.56	13929343.56	3543287.04	76.000	52.37	039° 28' 49.48"
L3	211+26.13	218+50.00	13929343.56	3543287.04	13929547.55	3543981.57		723.87	

TAXIWAY B BASELINE

Number	START STATION	END STATION	START NORTHING	START EASTING	END NORTHING	END EASTING	RADIUS	LENGTH	DELTA
L4	299+00.00	310+50.00	13928485.92	3544035.23	13929568.69	3543709.74		1150.00	

TAXIWAY D BASELINE

Number	START STATION	END STATION	START NORTHING	START EASTING	END NORTHING	END EASTING	RADIUS	LENGTH	DELTA
L5	399+00.00	412+50.00	13928696.83	3542769.40	13928464.74	3544097.52		1350.00	

TAXIWAY F BASELINE

Number	START STATION	END STATION	START NORTHING	START EASTING	END NORTHING	END EASTING	RADIUS	LENGTH	DELTA
L6	598+00.00	600+51.82	13924574.01	3544714.33	13924574.01	3544866.15		151.82	
C2	600+51.82	601+68.87	13924574.01	3544866.16	13924631.50	3544962.81	110.000	116.05	061° 29' 13.58"
L7	601+68.87	629+00.00	13924631.50	3544962.81	13927030.49	3546268.06		2730.13	

EAST RAMP BASELINE

Number	START STATION	END STATION	START NORTHING	START EASTING	END NORTHING	END EASTING	RADIUS	LENGTH	DELTA
L8	699+00.00	721+00.00	13926966.81	3546191.95	13928900.72	3547240.76		2200.00	

NORTH HANGARS BASELINE

Number	START STATION	END STATION	START NORTHING	START EASTING	END NORTHING	END EASTING	RADIUS	LENGTH	DELTA
L9	799+00.00	806+41.22	13929912.68	3543893.50	13930505.02	3544338.08		741.22	
C3	806+41.22	806+98.61	13930505.02	3544339.08	13930556.39	3544332.33	37.000	57.40	088° 52' 46.82"
L10	806+98.61	807+50.00	13930556.39	3544332.33	13930588.09	3544291.88		51.39	

SURVEY CONTROL POINTS

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
①	13928889.20	3543296.33	12.00800	PRIMARY AIRPORT CONTROL
②	13927757.81	3545900.43	-	SECONDARY AIRPORT CONTROL

NOTES:
1. ALL COORDINATES ARE SHOWN IN SURFACE COORDINATES. ALL CONTROL POINT DATA IS BASED ON TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE; NAD83(CORS2011ADJ.) EPOCH 2010.00). CONTROL POINTS WERE CONVERTED FROM GRID TO SURFACE BY USING THE TXDOT SCALE FACTOR OF 0.99992567.
2. SURVEY CONDUCTED BY LANDTECH CONSULTANTS INC. IN JANUARY 2013.

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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87979
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

BY	DESCRIPTION	DATE	REV.

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

SURVEY CONTROL

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER G-003

SHEET NUMBER 3

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N-7

0 200' 400' 800' 1200'
(IN FEET)

LEGEND

- PHASE 1
- PHASE 1A
- PHASE 2
- PHASE 3
- RUNWAY SAFETY AREA — RSA

CONTRACT TIME
CALENDAR DAYS

	0	5	10	15	20
PHASE 1 8 DAYS					
PHASE 1A 5 DAYS					
PHASE 2 4 DAY					
PHASE 3 4 DAY					

GARVER
8 SUGAR CREEK CIR
SUGAR LAND, TX 77478
281-491-4000
TBPE FIRM REGISTRATION #F-2966
TBPLS FIRM REGISTRATION #10194382

THE ENGINEER, IN PREPARING THESE PLANS, RELIED UPON INFORMATION PROVIDED BY OTHERS. THE ENGINEER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

REGISTRATION NO. F-5713

JASON E. FRANK 87979 LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/01/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

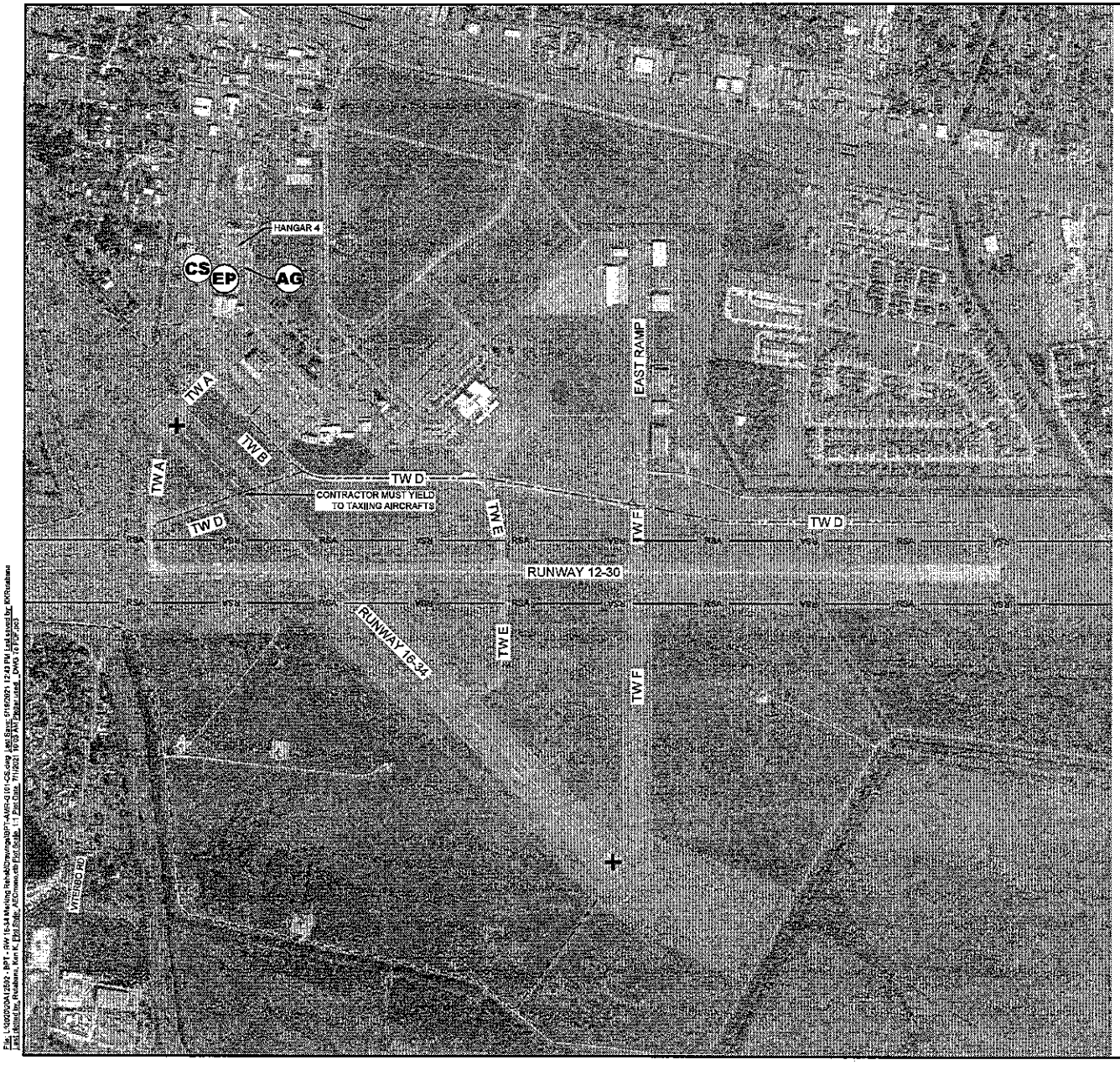
CONSTRUCTION SAFETY & PHASING - OVERALL

JOB NO.: 30A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

SHEET NUMBER 4
DRAWING NUMBER G-101

SHEET SIZE 24"X36" - IF NOT 24"X36" ON THIS SHEET, ADJUST SCALES ACCORDINGLY
ORIGINAL DRAWING

N-8



0 200' 400' 800' 1200'
(IN FEET)

LEGEND

- PHASE 1
- LOW PROFILE AIRCRAFT BARRICADE
- CONTRACTOR ROUTE
- AIRCRAFT ROUTE
- RSA — RUNWAY SAFETY AREA
- AG — ACCESS GATE
- CS — CONTRACTOR'S STAGING AREA
- EP — CONTRACTOR'S EMPLOYEE PARKING
- LIGHTED RUNWAY CLOSURE MARKER

CONTRACT TIME

CALENDAR DAYS

PHASE 1
5 DAYS

0 5 10 15 20

NOTES:

1. PRIOR TO CLOSING THE RUNWAY, THE CONTRACTOR SHALL COORDINATE WITH THE FAA FOR THE SHUTDOWN OF THE REILS AND VASIS.

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REGISTRATION NO.
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JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

CONSTRUCTION SAFETY & PHASING - PHASE 1

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
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DRAWING NUMBER
G-102A

SHEET NUMBER 5

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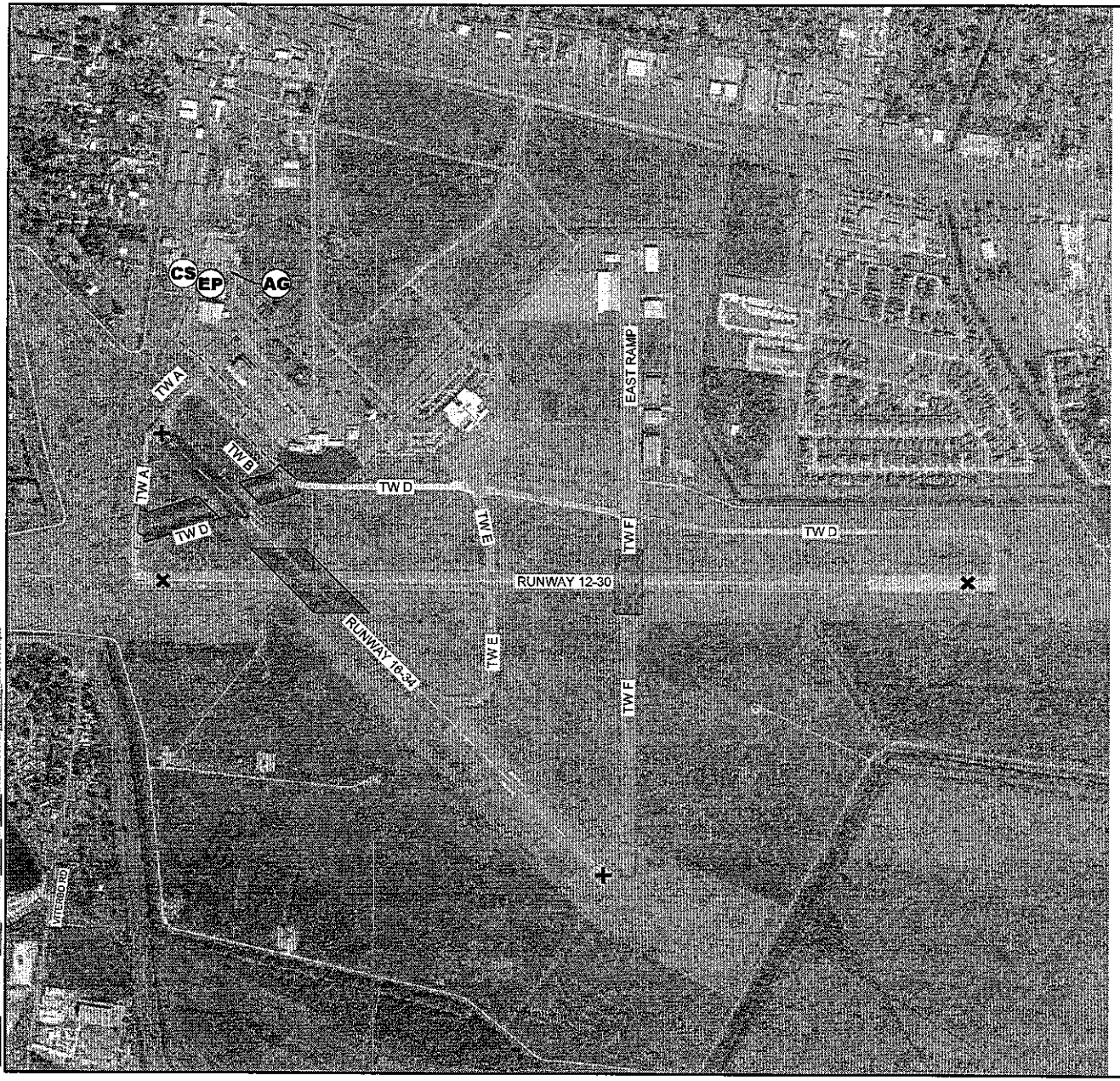

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(IN FEET)

LEGEND

- PHASE 1A
- CONTRACTOR ROUTE
- AIRCRAFT ROUTE
- RSA — RUNWAY SAFETY AREA
- AG — ACCESS GATE
- CS — CONTRACTOR'S STAGING AREA
- EP — CONTRACTOR'S EMPLOYEE PARKING
- LIGHTED RUNWAY CLOSURE MARKER

CONTRACT TIME

CALENDAR DAYS

PHASE 1A
5 DAYS

0 5 10 15 20

NOTES:

1. PRIOR TO CLOSING THE RUNWAY, THE CONTRACTOR SHALL COORDINATE WITH THE FAA FOR THE SHUTDOWN OF THE REILS AND VASIS
2. WORK WITHIN THE RSA OF RUNWAY 12-30 WILL OCCUR IN THE OVERNIGHT HOURS UNLESS OTHERWISE APPROVED BY THE AIRPORT.

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STATE OF TEXAS
JASON E. FRANK
87979
LICENSED PROFESSIONAL ENGINEER

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JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS
AIRFIELD MARKING REHABILITATION

CONSTRUCTION SAFETY & PHASING - PHASE 1A

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

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DRAWING NUMBER
G-102B

SHEET NUMBER 6

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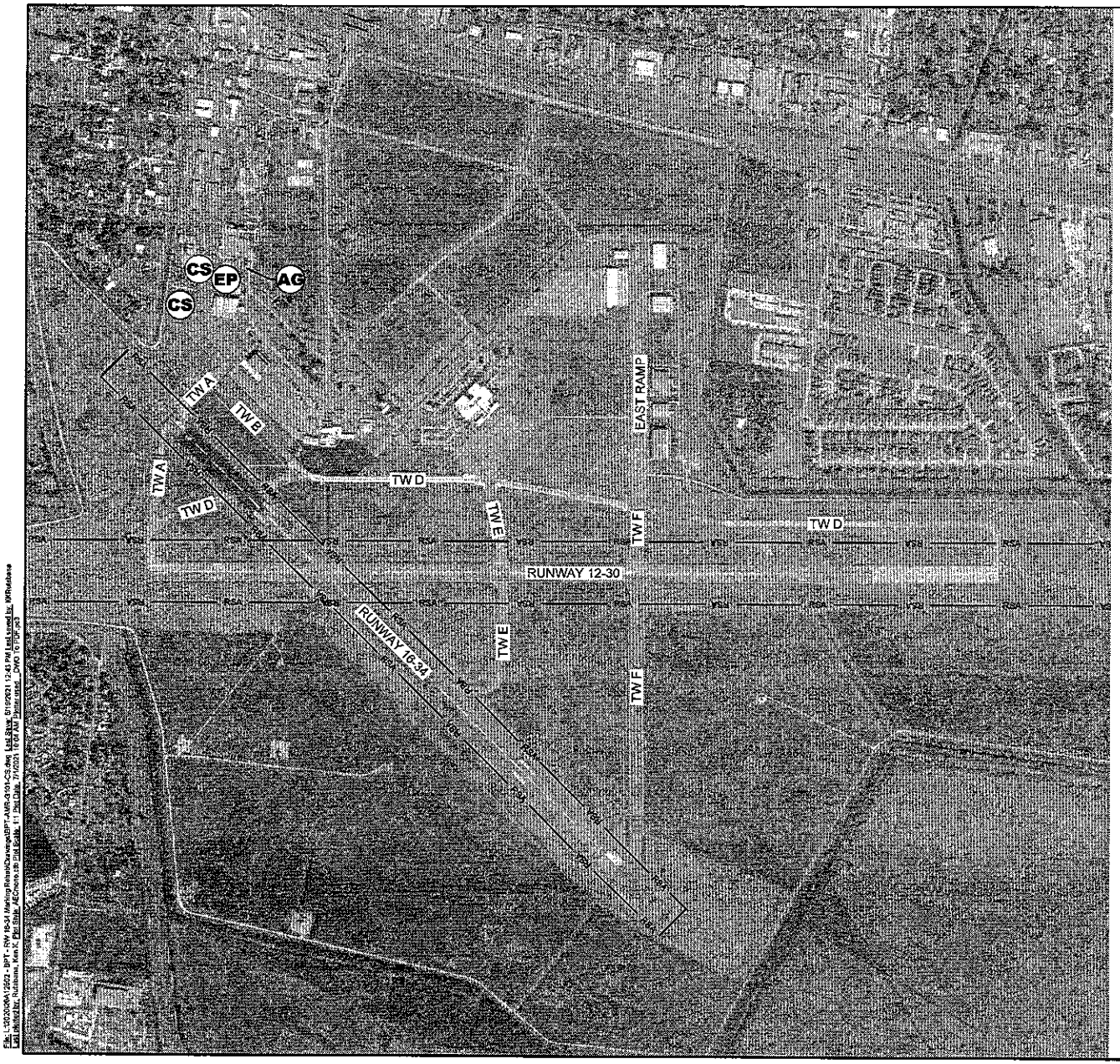
N-10



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(IN FEET)

LEGEND

- PHASE 2
- LOW PROFILE AIRCRAFT BARRICADE
- CONTRACTOR ROUTE
- AIRCRAFT ROUTE
- RSA — RUNWAY SAFETY AREA
- AG — ACCESS GATE
- CS — CONTRACTOR'S STAGING AREA
- EP — CONTRACTOR'S EMPLOYEE PARKING
- LIGHTED RUNWAY CLOSURE MARKER

CONTRACT TIME

CALENDAR DAYS

	0	5	10	15	20
PHASE 2 4 DAY					

NOTES:

1. CONTRACTOR SHALL COORDINATE RAMP CLOSURE WITH TENANTS A MINIMUM OF 7 DAYS IN ADVANCE

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STATE OF TEXAS
JASON E. FRANK
87879
LICENSED
PROFESSIONAL ENGINEER

Digitally Signed: 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS
AIRFIELD MARKING REHABILITATION

CONSTRUCTION SAFETY & PHASING - PHASE 2

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
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DRAWING NUMBER
G-103

SHEET NUMBER 7

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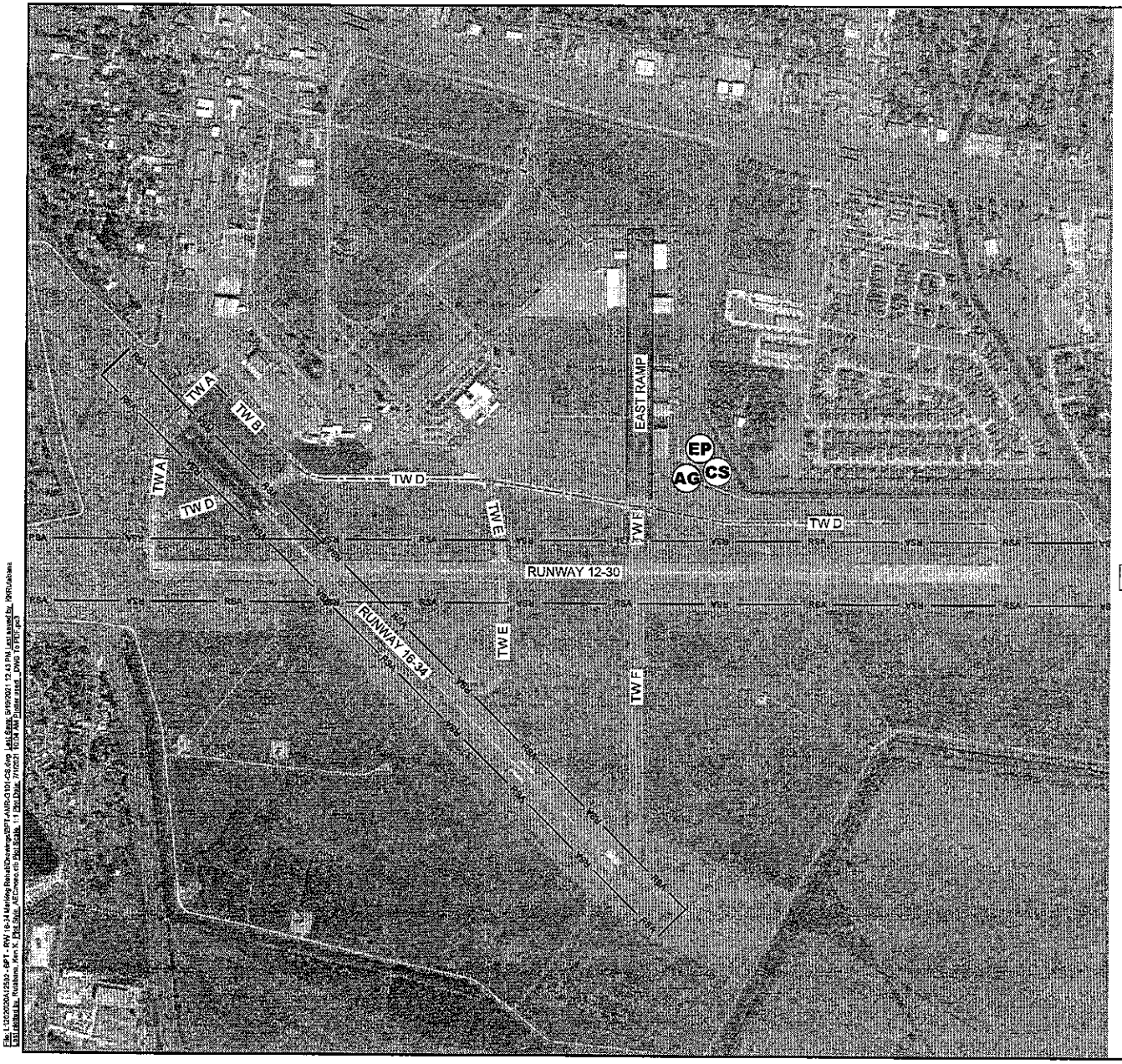
N-11



0 200' 400' 800' 1200'
(IN FEET)

LEGEND

- PHASE 3
- LOW PROFILE AIRCRAFT BARRICADE
- CONTRACTOR ROUTE
- AIRCRAFT ROUTE
- RSA — RUNWAY SAFETY AREA
- AG — ACCESS GATE
- CS — CONTRACTOR'S STAGING AREA
- EP — CONTRACTOR'S EMPLOYEE PARKING
- LIGHTED RUNWAY CLOSURE MARKER

CONTRACT TIME

CALENDAR DAYS

PHASE 3 — 4 DAY

0 5 10 15 20

NOTES:

1. CONTRACTOR SHALL COORDINATE RAMP CLOSURE WITH TENANTS A MINIMUM OF 7 DAYS IN ADVANCE

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JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

CONSTRUCTION SAFETY & PHASING - PHASE 3

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
G-104

SHEET NUMBER 8

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Xref default is: Rwilliams, Ann K. Plot Style: AECnew.ctb Plot Scale: 1:1 Plot Date: 7/1/2021 10:04 AM Plotter name: _Dwg To PDF.pc3

N-12

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) - PAGE 1 OF 2

1. GENERAL

THE CONTRACTOR SHALL BE FAMILIAR WITH AND PERFORM ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH FAA ADVISORY CIRCULAR 150/5370-10H.

2. COORDINATION

A. CONTRACTOR PROGRESS MEETINGS - THE OWNER, ENGINEER AND CONTRACTOR WILL HOLD PROGRESS MEETINGS ON A COORDINATED SCHEDULE DURING CONSTRUCTION. OPERATIONAL SAFETY WILL BE A STANDING AGENDA ITEM IN SUCH MEETINGS.

B. SCOPE OR SCHEDULE CHANGES - THE OWNER AND/OR ENGINEER WILL CALL SUCH COORDINATION CONFERENCES AS MAY SEEM EXPEDIENT TO HIM FOR THE PURPOSE OF ASSURING COORDINATION OF THE WORK COVERED BY THIS CONTRACT AND/OR SCOPE OR SCHEDULE CHANGES. THE CONTRACTOR SHALL ATTEND ALL SUCH CONFERENCES.

2. PHASING

DURING PERFORMANCE OF THIS PROJECT, THE AIRPORT RUNWAYS, TAXIWAYS, AND AIRCRAFT PARKING APRONS SHALL REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE. THE PROJECT SHALL BE PHASED TO REDUCE OPERATIONAL IMPACTS AT THE AIRPORT.

A. PHASE ELEMENTS - IF NECESSARY FOR A GIVEN PHASE, EACH PHASE OF THE CONSTRUCTION SAFETY DRAWINGS SHALL DETAIL THE AREAS CLOSED TO AIRCRAFT OPERATIONS, ESTIMATED DURATION OF CLOSURES, TAXI ROUTES, ARFF ACCESS ROUTES, CONSTRUCTION STAGING AREAS, CONSTRUCTION ACCESS AND HAUL ROUTES, NAVAID IMPACTS, LIGHTING AND MARKING CHANGES, AVAILABLE RUNWAY LENGTH, DECLARED DISTANCES, HAZARD MARKING AND LIGHTING, AND REQUIRED LEAD TIME FOR NOTAMS.

B. CONSTRUCTION SAFETY DRAWINGS - SEE SHEET G-101 THROUGH G-104 FOR CONSTRUCTION SAFETY DRAWINGS.

3. AREAS OF OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

A. IDENTIFICATION OF AFFECTED AREAS - SEE "AIRFIELD AREAS OF OPERATION AFFECTED BY CONSTRUCTION" TABLE AND CONSTRUCTION SAFETY DRAWINGS FOR AIRFIELD AREAS OF OPERATIONS AFFECTED BY CONSTRUCTION.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

THE CONTRACTOR MUST NOT CONDUCT ANY CONSTRUCTION ACTIVITY WITHIN NAVIGATIONAL AID RESTRICTED AREAS WITHOUT PRIOR APPROVAL FROM THE LOCAL FAA AIRWAY FACILITIES SECTOR REPRESENTATIVE. NAVIGATIONAL AIDS INCLUDE INSTRUMENT LANDING SYSTEM COMPONENTS, VERY HIGH-FREQUENCY OMNI-DIRECTIONAL RANGE STATIONS, AND AIRPORT SURVEILLANCE RADAR. SUCH RESTRICTED AREAS ARE DEPICTED ON CONSTRUCTION PLANS. PLANNED CONSTRUCTION ACTIVITIES WILL HAVE NO NEGATIVE IMPACTS ON THE FUNCTIONALITY AND SERVICEABILITY OF THE NAVAIDS.

5. CONTRACTOR ACCESS

A. LOCATION OF STOCKPILED MATERIALS - THE CONTRACTOR SHALL INSTALL A TEMPORARY FENCE AROUND HIS CONSTRUCTION STAGING AREA TO SEPARATE HIS BATCH PLANT, MATERIAL STOCKPILE, EQUIPMENT STORAGE, AND PARKING AREAS FROM THE PUBLIC. NO PERSONAL VEHICLES OF CONTRACTOR'S EMPLOYEES WILL BE ALLOWED INSIDE THE SECURED AREA OF THE AIRPORT. ALL MATERIAL DELIVERIES SHALL BE RECEIVED IN THE STAGING AREA RESERVED BY THE CONTRACTOR. NO DELIVERY TRUCKS WILL BE ALLOWED ACCESS TO A SECURED AREA OF THE AIRPORT BEYOND THIS STAGING AREA. STOCKPILED MATERIALS AND EQUIPMENT ARE NOT PERMITTED WITHIN THE ACTIVE RUNWAY SAFETY AREA AND OBSTACLE FREE ZONE. THE CONTRACTOR SHALL RECEIVE APPROVAL FROM THE ENGINEER AND FAA AIR SPACING OFFICE PRIOR TO LOCATING STOCKPILES OR EQUIPMENT WITHIN THE OBJECT FREE AREA, SAFETY AREA, OR OBSTACLE FREE ZONE. NO STOCKPILE SHALL BE GREATER THAN 15-FT IN HEIGHT.

B. VEHICLE AND PEDESTRIAN OPERATIONS - SEE THE CONSTRUCTION SAFETY DRAWINGS FOR CONSTRUCTION SITE PARKING, EQUIPMENT STORAGE AREAS, AND ACCESS AND HAUL ROUTES. VEHICULAR TRAFFIC SHALL ALWAYS YIELD TO AIRCRAFT TRAFFIC.

WHEN ANY VEHICLE, OTHER THAN ONE THAT HAS PRIOR APPROVAL FROM THE AIRPORT OPERATOR, MUST TRAVEL OVER ANY PORTION OF AN AIRCRAFT MOVEMENT AREA, IT WILL BE ESCORTED AND PROPERLY IDENTIFIED. TO OPERATE IN THOSE AREAS DURING DAYLIGHT HOURS, THE VEHICLE MUST HAVE A FLAG OR BEACON ATTACHED TO IT. ANY VEHICLE OPERATING ON THE MOVEMENT AREAS DURING HOURS OF DARKNESS OR REDUCED VISIBILITY MUST BE EQUIPPED WITH A FLASHING DOME-TYPE LIGHT, THE COLOR OF WHICH IS IN ACCORDANCE WITH LOCAL OR STATE CODES.

ALL CONSTRUCTION VEHICLES SHALL BE CLEARLY IDENTIFIED FOR CONTROL PURPOSES BY PROMINENTLY DISPLAYING THE COMPANY NAME ON EACH SIDE OF THE VEHICLE. THE IDENTIFICATION SYMBOLS SHOULD BE A MINIMUM 6-INCH BLOCK-TYPE CHARACTERS OF A CONTRASTING COLOR AND EASY TO READ. THEY MAY BE APPLIED EITHER BY USING TAPE OR A WATER-SOLUABLE PAINT TO FACILITATE REMOVAL. MAGNETIC SIGNS ARE ALSO ACCEPTABLE. IN ADDITION, VEHICLES MUST DISPLAY IDENTIFICATION MEDIA, AS SPECIFIED IN THE APPROVED SECURITY PLAN.

C. CONTROL OF GATES - THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SECURITY OF THE ACCESS GATES BY KEEPING THE ACCESS GATE LOCKED OR GUARDED AT ALL TIMES. SHOULD THE CONTRACTOR FAIL, AT ANY TIME, TO KEEP THE ACCESS GATE LOCKED OR GUARDED, THERE SHALL BE A FINE OF $200.00 ASSESSED TO THE CONTRACTOR, FOR EACH OCCURRENCE THAT THE CONTRACTOR FAILS TO MAINTAIN THE SECURITY OF THE ACCESS GATE. ALL FINES ASSESSED TO THE CONTRACTOR SHALL BE DEDUCTED FROM ANY MONIES DUE TO HIM/HER.

6. WILDLIFE MANAGEMENT

IF APPLICABLE, THE CONTRACTOR SHALL REVIEW AND ADHERE TO THE CONTENTS OF THE AIRPORT OPERATOR'S WILDLIFE HAZARD MANAGEMENT PLAN. THE CONTRACTOR SHALL ALSO REVIEW AC 150/5200-33, HAZARDOUS WILDLIFE ATTRACTANTS ON OR NEAR AIRPORTS, AND CERTALERT 98-05, GRASSES ATTRACTIVE TO HAZARDOUS WILDLIFE (www.faa.gov). THE CONTRACTOR SHALL CAREFULLY CONTROL AND CONTINUOUSLY REMOVE WASTE OR LOOSE MATERIALS THAT MIGHT ATTRACT WILDLIFE. CONTRACTOR PERSONNEL MUST BE AWARE OF AND AVOID CONSTRUCTION ACTIVITIES THAT CAN CREATE WILDLIFE HAZARDS ON AIRPORTS. THE CONTRACTOR SHALL MITIGATE THE FOLLOWING ITEMS.

A. TRASH - THE CONTRACTOR SHALL PERFORM TRASH CLEAN-UP ON A DAILY BASIS.

B. STANDING WATER - THE CONTRACTOR SHALL PROVIDE TEMPORARY DRAINAGE DURING CONSTRUCTION TO AVOID STANDING WATER.

C. TALL GRASS AND SEEDS - THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS OF SECTION T-901, SEEDING OF THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

D. POORLY MAINTAINED FENCING AND GATES - THE CONTRACTOR SHALL IMMEDIATELY REPORT ANY DAMAGE TO GATES OR FENCES. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS TO ANY GATES OR FENCES CAUSED BY NEGLIGENCE BY THE CONTRACTOR.

E. DISRUPTION OF EXISTING WILDLIFE HABITAT - THE CONTRACTOR SHALL NOTIFY THE AIRPORT IMMEDIATELY OF ANY WILDLIFE SIGHTINGS.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

THE CONTRACTOR SHALL ENSURE THAT THE PAVEMENT SURFACES ARE KEPT CLEAN FROM DIRT, MUD, AND OTHER DEBRIS FROM THE CONTRACTOR'S EQUIPMENT. FREQUENT CLEAN UP IN THE VICINITY OF CONTRACTOR'S WORK AREAS IS REQUIRED. SEE AC 150/5210-24, FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT (www.faa.gov) FOR FURTHER INSTRUCTION.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

IF ANY CONSTRUCTION VEHICLE OR EQUIPMENT IS OPERATED WITHIN AIRPORT PROPERTY, THE CONTRACTOR MUST BE ADEQUATELY PREPARED TO EXPEDITIOUSLY CONTAIN AND CLEAN-UP SPILLS RESULTING FROM FUEL OR HYDRAULIC FLUID LEAKS. SPECIAL CARE MUST ALSO BE TAKEN WHEN HANDLING OR TRANSPORTING HAZARDOUS MATERIALS ON AIRPORT PROPERTY. SEE AC 150/5320-15, MANAGEMENT OF AIRPORT INDUSTRIAL WASTE (www.faa.gov), FOR FURTHER INSTRUCTION.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

A. LIST OF RESPONSIBLE REPRESENTATIVES - A POINT OF CONTACT LIST WILL BE COMPLETED AS PART OF THE SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) AND WILL BE DELIVERED TO ALL PARTIES PRIOR TO CONSTRUCTION.

B. NOTICES TO AIRMEN (NOTAM) - BEFORE BEGINNING ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR MUST, THROUGH THE AIRPORT OPERATOR, GIVE NOTICE USING THE NOTAM SYSTEM OF PROPOSED LOCATION, TIME, AND DATE OF COMMENCEMENT OF CONSTRUCTION. UPON COMPLETION OF WORK AND RETURN OF ALL SUCH AREAS TO STANDARD CONDITIONS, THE CONTRACTOR MUST, THROUGH THE AIRPORT OPERATOR, VERIFY THE CANCELLATION OF ALL NOTICES ISSUED VIA THE NOTAM SYSTEM.

C. EMERGENCY NOTIFICATION PROCEDURES - IN THE EVENT OF AN EMERGENCY, THE CONTRACTOR SHALL CALL 911, THEN NOTIFY THE ENGINEER AND AIRPORT MANAGER.

D. COORDINATION WITH ARFF PERSONNEL - ANY DEACTIVATION OF WATER LINES OR HYDRANTS, REROUTING OF ACCESS ROUTES, OR USE OF HAZARDOUS MATERIALS ON THE AIRFIELD SHALL BE COORDINATED AND APPROVED BY THE AIRPORT'S ARFF PERSONNEL PRIOR TO EXECUTION OF SUCH ACTIVITIES.

E. NOTIFICATION TO THE FAA - THE CONTRACTOR SHALL ENSURE, THROUGH THE ENGINEER, THAT ALL CONSTRUCTION EQUIPMENT OVER 15 FT IN HEIGHT IS AIR SPACED THROUGH THE APPROPRIATE FAA REGIONAL OR DISTRICT OFFICE PRIOR TO USING SUCH EQUIPMENT ON SITE.

F. SHUTDOWN OF ANY NAVAID (AIRPORT OR FAA OWNED) SHALL BE COORDINATED WITH THE FAA ATO 45 DAYS PRIOR TO THE PROPOSED SHUTDOWN. THE CONTRACTOR SHALL PROVIDE AN ADDITIONAL SEVEN DAYS ADVANCE NOTICE TO THE AIRPORT TO COORDINATE WITH THE FAA ATO TECH OPS OFFICE RESPONSIBLE FOR THE FAA FACILITIES. SHUTDOWN OF AN AIRPORT OWNED AND FAA MAINTAINED NAVAID OF 24 HOURS OR GREATER, OR MORE THAN 4 HOURS DAILY ON CONSECUTIVE DAYS, SHALL BE COORDINATED WITH THE FAA ATO A MINIMUM OF 45 DAYS PRIOR TO THE SHUTDOWN.

10. INSPECTION REQUIREMENTS

A. DAILY INSPECTIONS - THE CONTRACTOR SHALL PERFORM DAILY SAFETY INSPECTIONS TO VERIFY ALL CONSTRUCTION OPERATIONS ARE IN CONFORMANCE WITH THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).

B. INTERIM INSPECTIONS - PRIOR TO OPENING ANY PORTION OF THE AIRPORT TO TRAFFIC, THE CONTRACTOR, ENGINEER, AND AIRPORT OPERATOR SHALL PERFORM A SAFETY INSPECTION OF THE AREA TO BE OPENED TO TRAFFIC TO VERIFY CONFORMANCE WITH THE CSPP AND FAA STANDARDS.

C. FINAL INSPECTIONS - PRIOR TO OPENING ANY PORTION OF THE AIRPORT TO TRAFFIC, THE CONTRACTOR, ENGINEER, AND AIRPORT OPERATOR SHALL PERFORM A SAFETY INSPECTION OF THE AREA TO BE OPENED TO TRAFFIC TO VERIFY CONFORMANCE WITH THE CSPP AND FAA STANDARDS.

11. UNDERGROUND UTILITIES

UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS, HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY.

TEXAS STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS ADVANCE NOTIFICATION THROUGH THE ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF AN EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-344-8377. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MAKING THIS CALL. NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE TEXAS ONE-CALL SYSTEM; THEREFORE, THE CONTRACTOR IS ADVISED TO CONTACT ALL NON-MEMBER UTILITIES AS WELL AS THE ONE-CALL SYSTEM.

12. PENALTIES

FAILURE OF THE CONTRACTOR (INCLUDING EMPLOYEES) OR ANY OF HIS SUBCONTRACTORS (INCLUDING EMPLOYEES) TO COMPLY WITH ATCT INSTRUCTIONS, THE AIRPORT SAFETY PLAN, OR ANY OF THE OTHER REQUIREMENTS OF THE AIRPORT WHILE OPERATING ON AIRPORT PROPERTY, SHALL BE SUBJECT TO THE FOLLOWING:

A. FIRST OFFENSE - THE CONTRACTOR SHALL RECEIVE A FINE OF $1,000.00, AND THE VEHICLE OPERATOR WILL RECEIVE A LOSS OF DRIVING PRIVILEGES ON THE AIRPORT. IN ADDITION, ANY FINES OR PENALTIES IMPOSED ON THE AIRPORT AS A RESULT OF THE INCIDENT WILL BE ASSESSED TO THE CONTRACTOR.

B. SECOND OFFENSE - THE CONTRACTOR SHALL RECEIVE A FINE OF $5,000.00 TO BE DEDUCTED FROM ANY MONIES DUE HIM, AND THE VEHICLE OPERATOR WILL RECEIVE A LOSS OF DRIVING PRIVILEGES ON THE AIRPORT. IN ADDITION, ANY FINE OR PENALTIES IMPOSED ON THE AIRPORT AS A RESULT OF THE INCIDENT WILL BE ASSESSED TO THE CONTRACTOR.

C. THIRD OFFENSE - WORK WILL BE SUSPENDED. THE CONTRACTOR ((INCLUDING EMPLOYEES) AND ANY OF HIS SUBCONTRACTORS (INCLUDING EMPLOYEES) WHO WILL OPERATE GROUND VEHICLES ON THE AIRPORT SHALL SUCCESSFULLY COMPLETE, FOR A SECOND TIME, FORMALIZED AIRPORT SAFETY TRAINING, TO BE CONDUCTED BY AIRPORT STAFF. WHEN THE CONTRACTOR'S EMPLOYEES HAVE COMPLETED AIRPORT SAFETY TRAINING TO THE SATISFACTION OF THE OWNER, WORK MAY CONTINUE AT THE DISCRETION OF THE OWNER.

13. SPECIAL CONDITIONS

NONE

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REGISTRATION NO. F-5713

JASON E. FRANK 87979 LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

CONSTRUCTION SAFETY AND PHASING NOTES I

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER G-201

SHEET NUMBER 9

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CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) - PAGE 2 OF 2

14. RUNWAY AND TAXIWAY VISUAL AIDS

A. GENERAL - ALL AIRPORT MARKINGS, LIGHTING, SIGNS, AND VISUAL NAVAIDS THAT ARE IN OPERATION MUST BE CLEAR FROM ALL OBSTRUCTIONS. ALL TEMPORARY MARKINGS, SIGNS, LIGHTS, OR OTHER VISUAL AIDS MUST BE SECURED IN PLACE TO PREVENT DAMAGE OR DISPLACEMENT BY PROP WASH, JET BLAST, WING VORTICES, OR OTHER WIND CURRENTS.

B. MARKINGS - ALL TEMPORARY OR PERMANENT RUNWAY AND TAXIWAY VISUAL AIDS SHALL CONFORM TO THE REQUIREMENTS OF THE MOST RECENT EDITION OF FAA AC 150/5340-1M (www.faa.gov). MARKINGS FOR THIS PROJECT INCLUDE THE FOLLOWING:

- TEMPORARILY CLOSED RUNWAYS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING, AND MAINTAINING RUNWAY CLOSURE MARKERS ON TOP OF THE RUNWAY DESIGNATION MARKERS. SEE DETAILS ON CONSTRUCTION SAFETY DRAWINGS FOR CLOSED RUNWAY MARKER DETAIL.

- TEMPORARILY CLOSED TAXIWAYS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING, AND MAINTAINING TAXIWAY CLOSURE MARKERS AT THE ENTRANCE TO THE CLOSED TAXIWAY FROM THE ADJACENT RUNWAY. THE TAXIWAY CLOSURE MARKERS SHALL BE INSTALLED INSIDE THE RUNWAY SAFETY AREA. THE CONTRACTOR SHALL ALSO FURNISH AND INSTALL LOW PROFILE BARRICADES AT THE ENTRANCE TO THE CLOSED TAXIWAY FROM AN ADJACENT TAXIWAY. BARRICADES SHALL BE INSTALLED OUTSIDE ALL ACTIVE TAXIWAY SAFETY AREAS. SEE DETAILS ON CONSTRUCTION SAFETY DRAWINGS FOR CLOSED TAXIWAY MARKER AND LOW-PROFILE AIRCRAFT BARRICADE DETAILS.

C. LIGHTING AND VISUAL NAVAIDS - ALL TEMPORARY LIGHTING FOR RUNWAY AND TAXIWAY SYSTEMS SHALL CONFORM TO THE REQUIREMENTS OF THE MOST RECENT EDITION OF FAA AC 150/5340-30J AND 150/5345-50B (www.faa.gov). THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING ISOLATION TRANSFORMERS ASSOCIATED WITH ANY RUNWAY OR TAXIWAY LIGHT FIXTURES THAT ARE BEING DISCONNECTED.

IF APPLICABLE, ALL CONSTRUCTION, ALTERATION, OR REMOVAL OF FAA OWNED EQUIPMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE APPROVED FAA REIMBURSABLE AGREEMENT. NO WORK SHALL BE COMPLETED ON FAA OWNED EQUIPMENT PRIOR TO COMPLETION OF THE FAA REIMBURSABLE AGREEMENT.

D. SIGNS - THE CONTRACTOR SHALL INSTALL ALL SIGNS IN ACCORDANCE WITH THE MOST RECENT EDITION OF FAA AC 150/5345-44 AND 150/5340-18. ANY SIGN THAT IS NOT PERFORMING ITS NORMAL FUNCTION MUST BE COVERED OR REMOVED TO PREVENT MISLEADING PILOTS.

15. MARKING AND SIGNS FOR ACCESS ROUTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL NECESSARY MARKINGS AND SIGNAGE FOR ALL ACCESS ROUTES TO AND FROM THE SITE TO BE USED BY CONTRACTOR PERSONNEL, SUBCONTRACTOR PERSONNEL, OR DELIVERY OPERATIONS. ALL SIGNAGE IN THE AIR OPERATIONS AREA SHALL BE FRANGIBLY MOUNTED.

16. HAZARD MARKING AND LIGHTING

A. PURPOSE - HAZARD MARKING AND LIGHTING PREVENTS PILOTS FROM ENTERING AREAS CLOSED TO AIRCRAFT AND PREVENTS CONTRACTOR PERSONNEL FROM ENTERING AREAS OPEN TO AIRCRAFT.

B. EQUIPMENT - THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN LOW-PROFILE BARRICADES IN HAZARDOUS AREAS INSIDE MOVEMENT AREAS. BARRICADES SHALL RESTRICT ACCESS AND MAKE HAZARDS OBVIOUS TO AIRCRAFT, PERSONNEL, AND VEHICLES. DURING PERIODS OF LOW VISIBILITY AND AT NIGHT, BARRICADES SHALL BE EQUIPPED WITH RED FLASHING OR STEADY BURNING LIGHTS. THE SPACING OF BARRICADES SHALL BE SUCH THAT A BREACH IS PHYSICALLY PREVENTED BARRING A DELIBERATE ACT. IF BARRICADES ARE INTENDED TO PREVENT PEDESTRIANS, THEN THEY SHALL BE LINKED. SEE DETAILS ON CONSTRUCTION SAFETY DRAWINGS FOR LOW-PROFILE AIRCRAFT BARRICADE DETAIL.

17. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION

ALL WORK CONDUCTED AT NIGHT SHALL BE ACCOMPANIED BY ADEQUATE LIGHT FACILITIES TO COMPLETE THE WORK. ALL LIGHT FACILITIES SHALL BE AIMED OR SHIELDED AS NECESSARY TO AVOID IMPACTING AIRCRAFT OR ATCT OPERATIONS. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A LIGHTING PLAN SHOWING THE LOCATION AND AIMING DIRECTION OF ALL LIGHT FACILITIES PRIOR TO THE COMPLETION OF ANY NIGHT WORK.

18. PROTECTION OF SAFETY AREAS, OBJECT FREE AREAS, OBJECT FREE ZONES, AND APPROACH/DEPARTURE SURFACES.

A. RUNWAY SAFETY AREAS (RSA) - NO WORK SHALL BE PERMITTED WITHIN AN ACTIVE RUNWAY SAFETY AREA. IF REQUIRED, ADJUSTMENTS TO THE RSA DIMENSIONS THROUGH RESTRICTED OPERATIONS SHALL BE COORDINATED WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ENSURE ADEQUATE DISTANCE PROTECTION FOR BLAST PROJECTION, AS NEEDED. ALL OPEN TRENCHES OR EXCAVATIONS WITHIN THE LIMITS OF THE RSA SHALL BE BACK FILLED OR COVERED PRIOR TO OPENING THE RUNWAY TO OPERATIONS. IN ADDITION, EROSION CONTROL MEASURES SHALL BE PROVIDED IN THE RSA TO PREVENT RUTS, HUMPS, OR DEPRESSIONS INSIDE THE LIMITS OF THE RSA.

B. RUNWAY OBJECT FREE AREAS (ROFA) - NO MATERIAL SHALL BE STOCKPILED INSIDE THE LIMITS OF THE ACTIVE ROFA UNLESS APPROVED BY AIR SPACING THROUGH THE APPROPRIATE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE.

C. TAXIWAY SAFETY AREAS (TSA) - NO WORK SHALL BE PERMITTED WITHIN AN ACTIVE TSA. IF REQUIRED, ADJUSTMENTS TO THE TAXIWAY TSA DIMENSIONS THROUGH RESTRICTED OPERATIONS SHALL BE COORDINATED WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE PRIOR TO CONSTRUCTION. ALL OPEN TRENCHES OR EXCAVATIONS WITHIN THE LIMITS OF THE TSA SHALL BE BACK FILLED OR COVERED PRIOR TO OPENING THE TAXIWAY TO OPERATIONS. IN ADDITION, EROSION CONTROL MEASURES SHALL BE PROVIDED IN THE TSA TO PREVENT RUTS, HUMPS, OR DEPRESSIONS INSIDE THE LIMITS OF THE TSA.

D. TAXIWAY OBJECT FREE AREAS (TOFA) - NO CONSTRUCTION SHALL BE PERMITTED INSIDE AN ACTIVE TOFA UNLESS THE TAXIWAY HAS BEEN RESTRICTED TO OPERATIONS REQUIRING A TOFA EQUAL TO THAT OF THE TOFA AVAILABLE. IF REQUIRED, CONSTRUCTION MAY BE PERMITTED INSIDE THE TOFA IF THE TAXIWAY CENTERLINE MARKINGS ARE OFFSET WITH CENTERLINE REFLECTORS OR LIGHTING, OR APPROPRIATE NOTAMS ARE ISSUED. CONSTRUCTION MAY ALSO BE PERMITTED INSIDE THE TOFA IF A FIVE FOOT WING TIP CLEARANCE IS MAINTAINED FOR ALL CONSTRUCTION EQUIPMENT AND VEHICLES. IN THIS SCENARIO, FLAGGERS AND WING WALKERS MUST BE USED TO DIRECT TRAFFIC THROUGH THE CONSTRUCTION SITE.

E. OBSTACLE FREE ZONE (OFZ) - NO PERSONNEL, MATERIAL, OR EQUIPMENT SHALL PENETRATE THE OFZ WHILE THE RUNWAY IS OPEN TO OPERATIONS. THE DIMENSIONS OF THE OFZ ARE AS DEFINED IN FAA AC 150/5300-13 (www.faa.gov).

F. APPROACH/DEPARTURE SURFACES - ALL CONTRACTOR PERSONNEL, MATERIALS, AND EQUIPMENT SHALL REMAIN CLEAR OF THE APPLICABLE THRESHOLD SITING SURFACES AS DEFINED IN APPENDIX 2, "RUNWAY END SITING REQUIREMENTS" OF FAA AC 150/5300-13 (www.faa.gov). CONSTRUCTION ACTIVITIES THAT REQUIRE PENETRATION INTO THE THRESHOLD SITING SURFACE SHALL BE ACCOMPLISH THROUGH DISPLACING OR PARTIALLY CLOSING THE RUNWAY. SUCH CONSTRUCTION ACTIVITIES SHALL REQUIRE COORDINATION WITH THE FAA AIRPORTS REGIONAL OR DISTRICT OFFICE.

19. OTHER LIMITATIONS ON CONSTRUCTION

A. PROHIBITIONS - THE USE OF TALL EQUIPMENT (I.E. CRANES, CONCRETE PUMPS) SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ENGINEER.

OPEN FLAME WELDING AND TORCH CUTTING OPERATIONS ARE NOT PERMITTED UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THESE OPERATIONS ARE AUTHORIZED BY THE AIRPORT OPERATOR AND THE ENGINEER.

ELECTRICAL BLASTING CAPS SHALL NOT BE PERMITTED WITHIN 1,000-FT OF THE AIRPORT PROPERTY. FLARE POTS ARE NOT PERMITTED WITHIN THE AIR OPERATIONS AREA.

B. RESTRICTIONS - WORK INSIDE RUNWAY 12-30 RSA SHALL BE PERFORMED DURING NIGHTTIME UNLESS OTHERWISE APPROVED BY THE AIRPORT.

AIRFIELD AREAS AFFECTED BY CONSTRUCTION

OPERATIONAL REQUIREMENT	EXISTING CONDITION	PHASE 1	PHASE 1A	PHASE 2	PHASE 3
RUNWAY 12-30 ARC	C-III	SAME	CLOSED	SAME	SAME
RUNWAY 16-34 ARC	B-III	CLOSED	CLOSED	SAME	SAME
RUNWAY 12 DECLARED DISTANCES	TORA: 6,750	SAME	CLOSED	SAME	SAME
	TODA: 6,750	SAME	CLOSED	SAME	SAME
	ASDA: 6,675	SAME	CLOSED	SAME	SAME
	LDA: 6,675	SAME	CLOSED	SAME	SAME
RUNWAY 30 DECLARED DISTANCES	TORA: 6,750	SAME	CLOSED	SAME	SAME
	TODA: 6,750	SAME	CLOSED	SAME	SAME
	ASDA: 6,750	SAME	CLOSED	SAME	SAME
	LDA: 6,750	SAME	CLOSED	SAME	SAME
RUNWAY 16 DECLARED DISTANCES	TORA: 5,070	CLOSED	CLOSED	SAME	SAME
	TODA: 5,070	CLOSED	CLOSED	SAME	SAME
	ASDA: 5,070	CLOSED	CLOSED	SAME	SAME
	LDA: 5,070	CLOSED	CLOSED	SAME	SAME
RUNWAY 34 DECLARED DISTANCES	TORA: 5,070	CLOSED	CLOSED	SAME	SAME
	TODA: 5,070	CLOSED	CLOSED	SAME	SAME
	ASDA: 5,070	CLOSED	CLOSED	SAME	SAME
	LDA: 5,070	CLOSED	CLOSED	SAME	SAME
TAXIWAY A ARC	ADG-III / TDG-V	CLOSED	CLOSED	ADG-III / TDG-III	ADG-III / TDG-III
TAXIWAY B ARC	ADG-III / TDG-V	ADG-III / TDG-III	CLOSED	CLOSED	ADG-III / TDG-III
TAXIWAY D ARC	ADG-III / TDG-V	ADG-III / TDG-III	CLOSED	ADG-III / TDG-III	ADG-III / TDG-III
TAXIWAY E ARC	ADG-III / TDG-V	ADG-III / TDG-III	CLOSED	ADG-III / TDG-III	ADG-III / TDG-III
TAXIWAY F ARC	ADG-III / TDG-V	ADG-III / TDG-III	CLOSED	ADG-III / TDG-III	CLOSED EAST OF RW 12-30
EAST RAMP ARC	ADG-III / TDG-V	ADG-III / TDG-III	CLOSED	ADG-III / TDG-III	CLOSED EAST OF RW 12-30
NORTH RAMP ARC	ADG-III / TDG-V	ADG-III / TDG-III	CLOSED	CLOSED	CLOSED

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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87978
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

CONSTRUCTION SAFETY AND PHASING NOTES II

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER G-202

SHEET NUMBER 10

File: L:\2020\20A12502 - APT - RW 16-34 Marking Rehab\Drawings\APT-AMR-G202-CSP.dwg, Last Saved: 6/30/2021 1:43 PM, Last Saved by: KKrishana
Last Edited by: Krishana, Kar K., PM Style: ATCmono.ctb, Plot Scale: 1:1, Plot Date: 7/1/2021 10:14 AM, Plotted by: KKrishana

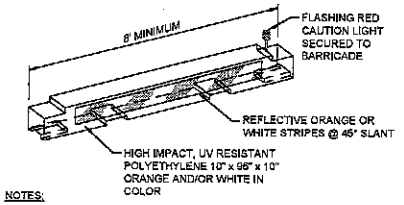
N-14

STAGING AREA NOTES

1. THE CONTRACTOR'S EMPLOYEES AND VISITORS VEHICLES SHALL PARK IN THE CONTRACTOR'S EMPLOYEE PARKING AREA. ONLY OWNER APPROVED PERSONNEL WILL BE ALLOWED TO ACCESS AND/OR PARK ON AIRPORT PROPERTY.
2. ALL DELIVERIES, MATERIAL OR OTHERWISE, SHALL BE MADE TO THE DELIVERY ADDRESS OF THE CONTRACTOR'S STAGING AREA. THE NAME "JACK BROOKS REGIONAL AIRPORT" SHALL NOT BE USED IN THE DELIVERY ADDRESS.
3. THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREA IS SHOWN FOR REFERENCE ONLY. THE EXACT LIMITS OF THE CONTRACTOR'S PARKING AND STAGING AREA FOR MATERIAL STOCKPILING, OFFICE TRAILERS, AND DELIVERIES SHALL BE PROPOSED BY THE CONTRACTOR FOR THE APPROVAL OF THE ENGINEER. THE CONTRACTOR STAGING PLANS SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMIT(S) TO DEVELOP AND USE THE SITE FOR STAGING AND OTHER ACTIVITIES AS REQUIRED.
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONNECTIONS TO THE STAGING AREA. ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S STAGING AREA SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY AGENCY BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE METERS AND PERMITS. UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
6. NO SEPARATE PAY ITEM SHALL BE MADE FOR ANY ITEM REQUIRED FOR THE CONTRACTOR TO ENCLOSE AND DEVELOP THEIR STAGING AREA.
7. THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY LOST OR STOLEN PROPERTY.
8. NO EQUIPMENT OR VEHICLES SHALL BE PARKED WITHIN 10 FEET OF ANY AIRPORT OPERATIONS AREA (AOA) PERIMETER FENCE.

BADGING AND SECURITY

1. CONTRACTOR SHALL BE RESPONSIBLE FOR AIRPORT SECURITY AT ALL TIMES WHEN IN THE AIRPORT OPERATIONS AREA (AOA).
2. CONTRACTOR SHALL FOLLOW ALL AIRPORT SECURITY POLICIES, PROCEDURES, RULES, AND REGULATIONS WHILE OPERATING VEHICLES AND EQUIPMENT ON THE AOA.THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ENSURING THAT ALL EMPLOYEES AND SUBCONTRACTORS MEET THE AIRPORT SECURITY REQUIREMENTS WHILE OPERATING VEHICLES AND EQUIPMENT ON THE AOA.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A GATE GUARD AT ALL AOA ENTRANCES. ALL GATE GUARDS MUST OBTAIN AN AIRPORT BADGE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINES ASSESSED TO THE AIRPORT DUE TO THE FAILURE OF THE CONTRACTOR OR SUBCONTRACTORS TO FOLLOW AIRPORT SECURITY REQUIREMENTS. THE AIRPORT RESERVES THE RIGHT TO SUSPEND AND/OR REVOKE DRIVING PRIVILEGES AND/OR BADGES FOR FAILURE TO COMPLY WITH THE AIRPORT SECURITY REQUIREMENTS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY NUMBER OF BADGES TO MEET ALL SECURITY REQUIREMENTS.
6. BADGES MAY BE OBTAINED FROM THE AIRPORT'S BADGING OFFICE. REVIEW SPECIAL PROVISIONS FOR ADDITIONAL DETAILS.
7. AIRPORT BADGES SHALL BE VISIBLE AT ALL TIMES.



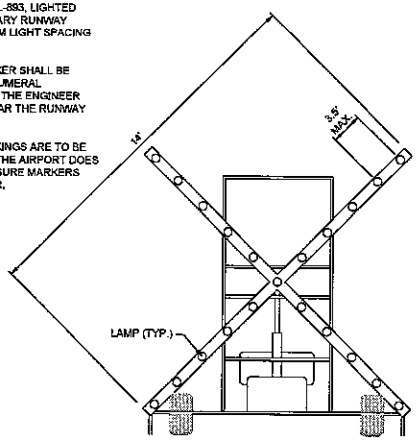
NOTES:

1. BARRICADES SHALL BE FURNISHED, INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
2. BARRICADES SHALL MEET THE REQUIREMENTS OF THE CURRENT FAA ADVISORY CIRCULAR 150/5370-2 AND BE APPROVED BY THE ENGINEER.
3. CONTRACTOR SHALL WEIGHT BARRICADE TO PREVENT DISPLACEMENT. THE METHOD SHALL BE APPROVED BY THE ENGINEER.
4. BARRICADES SHALL BE LOCATED AS DEFINED IN THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).
5. UNLESS OTHERWISE NOTED, MAXIMUM BARRICADE SPACING SHALL BE 10' O.C.

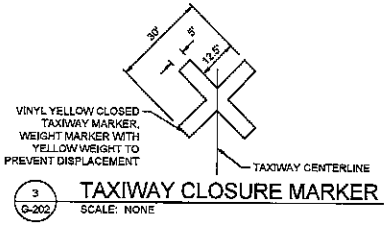
1 G-202 LOW PROFILE AIRCRAFT BARRICADE (MOVEMENT AREAS)
SCALE: NONE

NOTES:

1. LIGHTED RUNWAY CLOSURE MARKER SHALL CONFORM TO THE REQUIREMENTS OF FAA AC 150/5345-55A SPECIFICATION FOR L-893, LIGHTED VISUAL AID TO INDICATE TEMPORARY RUNWAY CLOSURE. DETAIL SHOWS MINIMUM LIGHT SPACING REQUIREMENTS.
2. LIGHTED RUNWAY CLOSURE MARKER SHALL BE INSTALLED ON TOP OF RUNWAY NUMERAL DESIGNATOR OR AS DIRECTED BY THE ENGINEER WHEN WORK IS TAKING PLACE NEAR THE RUNWAY NUMERALS.
3. LIGHTED RUNWAY CLOSURE MARKINGS ARE TO BE SUPPLIED BY THE CONTRACTOR. THE AIRPORT DOES NOT HAVE LIGHTED RUNWAY CLOSURE MARKERS AVAILABLE FOR THE CONTRACTOR.



2 G-202 PORTABLE LIGHTED RUNWAY CLOSURE MARKER (LIGHTED X)
SCALE: NONE



3 G-202 TAXIWAY CLOSURE MARKER
SCALE: NONE

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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87879
LICENSED PROFESSIONAL ENGINEER
Digitally Signed 03/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS
AIRFIELD MARKING REHABILITATION

CONSTRUCTION SAFETY AND PHASING DETAILS

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
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DRAWING NUMBER G-203
SHEET NUMBER 11

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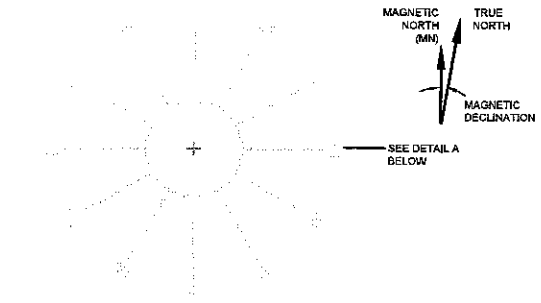
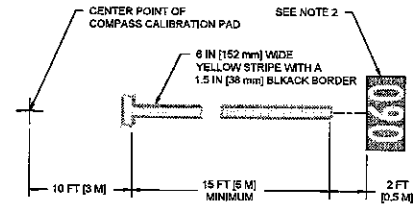
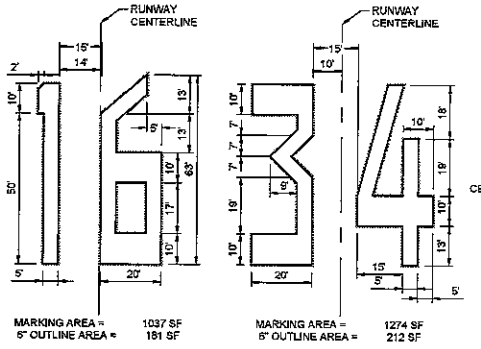
N-15





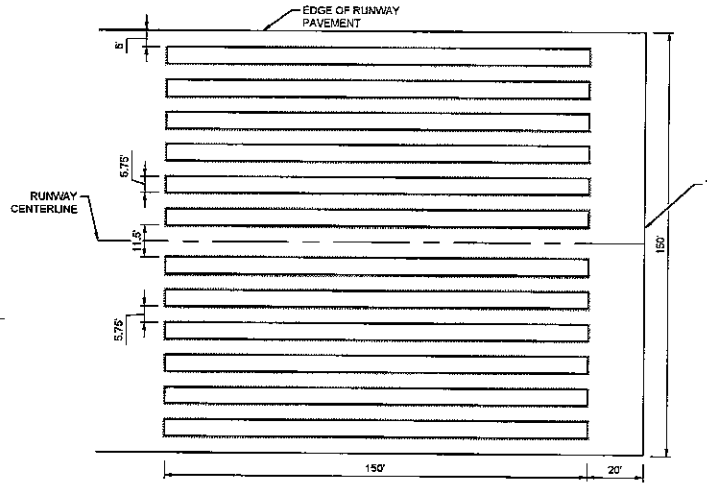
NOTES:
1. USE NONMETALLIC PAINT.
2. COMPASS HEADING CHARACTERS ARE 24 IN [610MM] HIGH BY 15 IN [381 MM] WIDE WITH A 3.5 IN [89 MM] MINIMUM WIDE STROKE. AZIMUTH BOX IS 51 IN [1295 MM] WIDE X 26 IN [660 MM] CHARACTERS ARE PAINTED YELLOW, RECTANGLE BOX IS PAINTED BLACK.

1 M-001 COMPASS ROSE MARKING
SCALE: NONE



2 M-001 RUNWAY DESIGNATION NUMBERS
SCALE: NONE

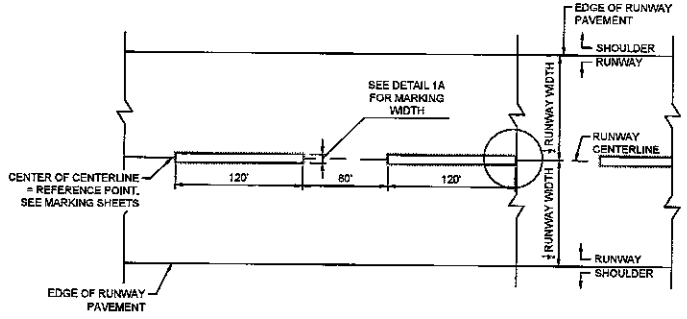
NOTES:
1. ALL MARKINGS ARE WHITE.
2. ALL WHITE MARKINGS SHALL HAVE GLASS BEADS.
3. ALL BLACK MARKINGS SHALL NOT HAVE GLASS BEADS.
4. ALL BLACK OUTLINES SHALL BE 6" OUTSIDE OF GLASS BEADS.
5. DIMENSIONS DO NOT INCLUDE BLACK OUTLINE.



3 M-001 RUNWAY THRESHOLD MARKING
SCALE: NONE

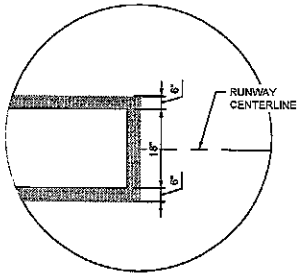
NOTE:
1. ALL WHITE MARKINGS SHALL HAVE GLASS BEADS,
2. ALL BLACK MARKINGS SHALL NOT HAVE GLASS BEADS.
3. ALL BLACK OUTLINES SHALL BE 6" OUTSIDE OF GLASS BEADS.
4. DIMENSIONS DO NOT INCLUDE BLACK OUTLINE.

RUNWAY WIDTH	NUMBER OF SYMMETRICAL STRIPES
150 FEET	12

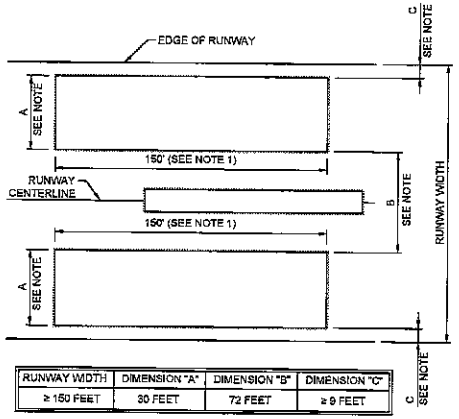


4 M-001 RUNWAY 16-34 CENTERLINE MARKING
SCALE: NONE

NOTE:
1. ALL WHITE MARKINGS SHALL HAVE GLASS BEADS.
2. ALL BLACK MARKINGS SHALL NOT HAVE GLASS BEADS.
3. ALL BLACK OUTLINES SHALL BE 6" OUTSIDE OF GLASS BEADS.
4. DIMENSIONS DO NOT INCLUDE BLACK OUTLINE.



DETAIL 4A



RUNWAY WIDTH	DIMENSION "A"	DIMENSION "B"	DIMENSION "C"
≥ 150 FEET	30 FEET	72 FEET	≥ 9 FEET

5 M-001 RUNWAY AIMING POINT MARKINGS
SCALE: NONE

NOTE:
1. ALL WHITE MARKINGS SHALL HAVE GLASS BEADS.
2. ALL BLACK MARKINGS SHALL NOT HAVE GLASS BEADS.
3. ALL BLACK OUTLINES SHALL BE 6" OUTSIDE OF GLASS BEADS.
4. DIMENSIONS DO NOT INCLUDE BLACK OUTLINE.

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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87579
LICENSED
PROFESSIONAL ENGINEER
Digitally Signed 07/02/2021

NO.	DESCRIPTION	DATE	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

MARKING DETAILS I

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
M-001

SHEET NUMBER 12

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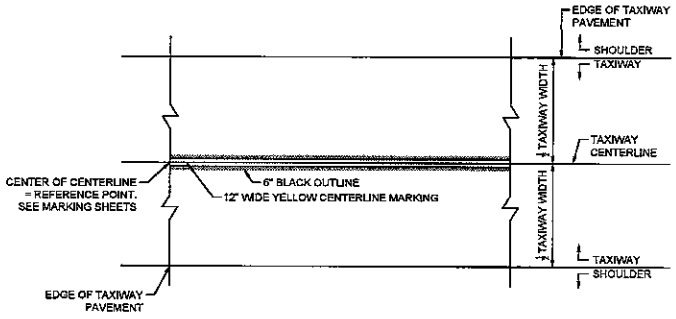
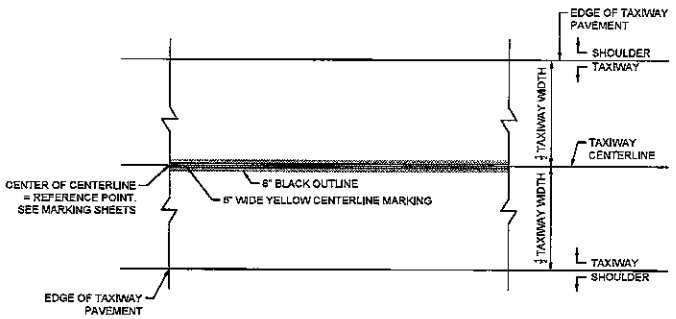
N-16



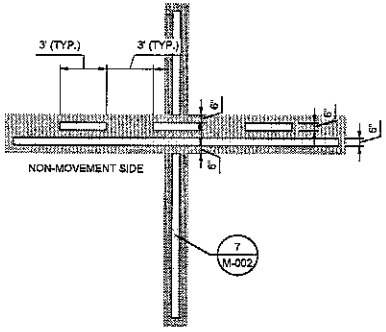
6 / M-002 **12" TAXIWAY CENTERLINE MARKING**
SCALE: NONE

NOTE:
1. ALL YELLOW MARKINGS SHALL HAVE GLASS BEADS.
2. ALL BLACK MARKINGS SHALL NOT HAVE GLASS BEADS.
3. ALL BLACK OUTLINES SHALL BE 6" OUTSIDE OF GLASS BEADS.
4. DIMENSIONS DO NOT INCLUDE BLACK OUTLINE.



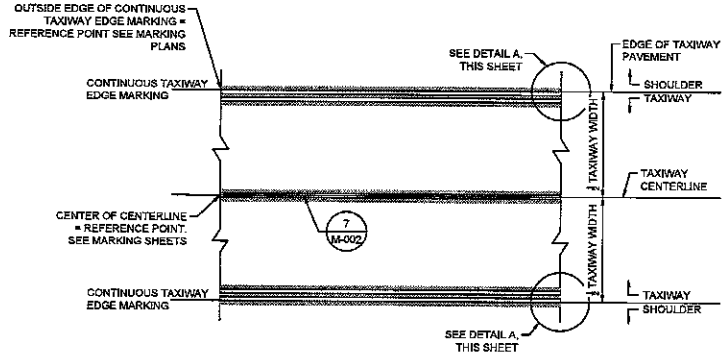
7 / M-002 **6" TAXIWAY CENTERLINE MARKING**
SCALE: NONE

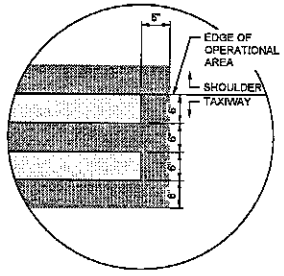
NOTE:
1. ALL YELLOW MARKINGS SHALL HAVE GLASS BEADS.
2. ALL BLACK MARKINGS SHALL NOT HAVE GLASS BEADS.
3. ALL BLACK OUTLINES SHALL BE 6" OUTSIDE OF GLASS BEADS.
4. DIMENSIONS DO NOT INCLUDE BLACK OUTLINE.



10 / M-002 **NON-MOVEMENT AREA MARKING**
SCALE: NONE

NOTE:
1. BLACK OUTLINES SHALL BE INSTALLED 6" OFFSET FROM ALL ADJACENT YELLOW PAINT.

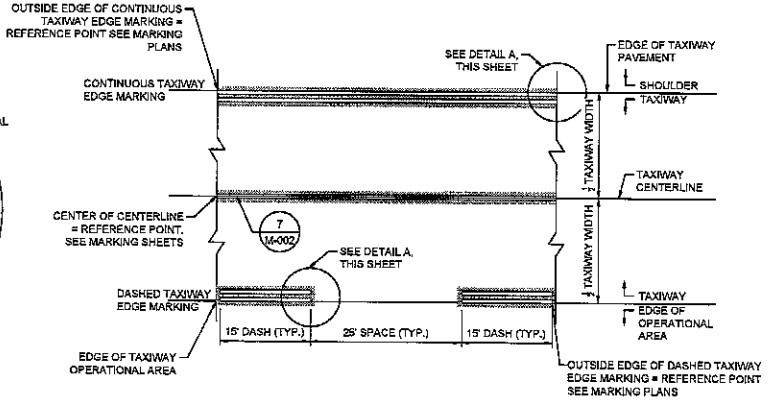




DETAIL A

8 / M-002 **TAXIWAY CENTERLINE AND CONTINUOUS EDGE MARKINGS**
SCALE: NONE

NOTE:
1. ALL YELLOW MARKINGS SHALL HAVE GLASS BEADS.
2. ALL BLACK MARKINGS SHALL HAVE NO GLASS BEADS.
3. ALL BLACK OUTLINES SHALL BE 6" OUTSIDE OF GLASS BEADS.
4. DIMENSIONS DO NOT INCLUDE BLACK OUTLINE.



9 / M-002 **TAXIWAY CENTERLINE AND DASHED EDGE MARKINGS**
SCALE: NONE

NOTE:
1. ALL YELLOW MARKINGS SHALL HAVE GLASS BEADS.
2. ALL BLACK MARKINGS SHALL HAVE NO GLASS BEADS.
3. ALL BLACK OUTLINES SHALL BE 6" OUTSIDE OF GLASS BEADS.
4. DIMENSIONS DO NOT INCLUDE BLACK OUTLINE.

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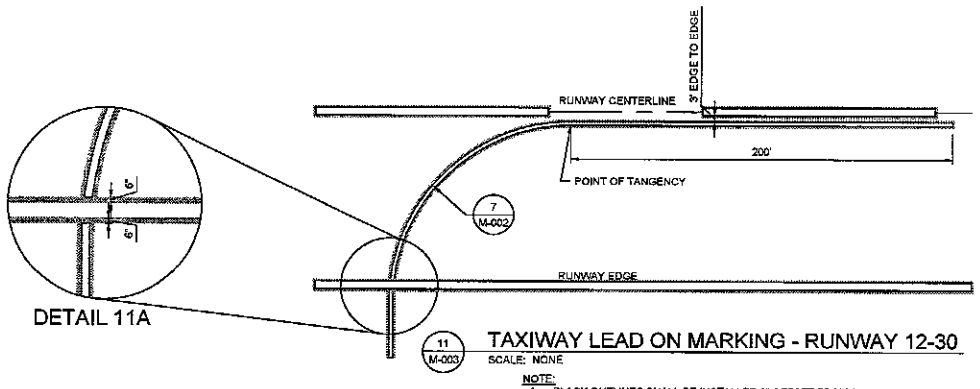
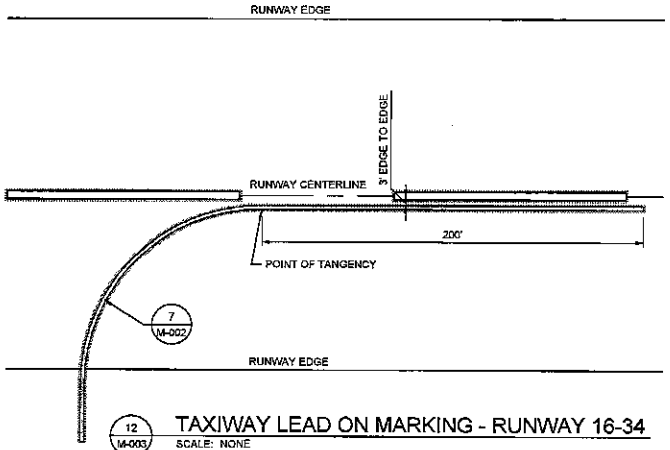
N-17



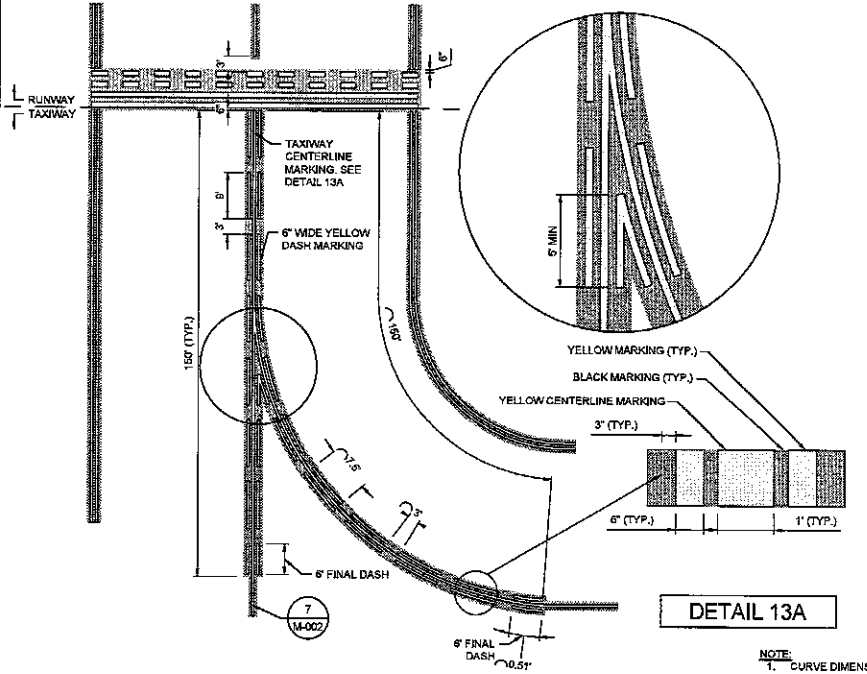
11 M-003 TAXIWAY LEAD ON MARKING - RUNWAY 12-30
SCALE: NONE

NOTE:
1. BLACK OUTLINES SHALL BE INSTALLED 6" OFFSET FROM ALL ADJACENT YELLOW PAINT.
2. EDGE TO EDGE MEASUREMENT SHALL BE TAKEN FROM EDGES OF WHITE/YELLOW RUNWAY OR TAXIWAY PAINT. BLACK OUTLINES SHALL NOT BE ACCOUNTED FOR IN THIS MEASUREMENT.
3. SEE PLANS FOR TAXIWAY CENTERLINE RADII DIMENSIONS.



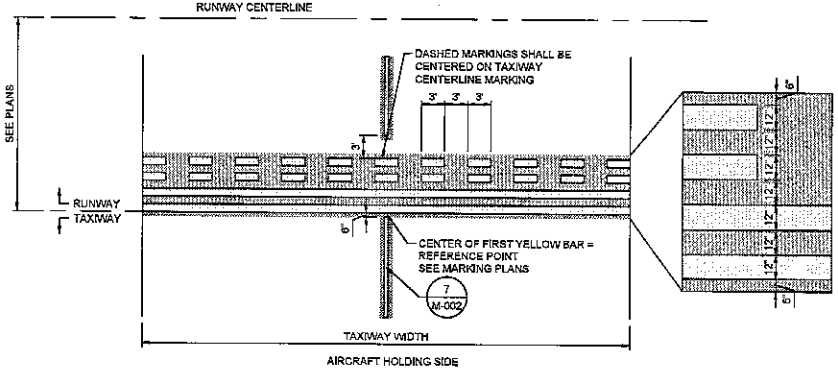
12 M-003 TAXIWAY LEAD ON MARKING - RUNWAY 16-34
SCALE: NONE

NOTE:
1. BLACK OUTLINES SHALL BE INSTALLED 6" OFFSET FROM ALL ADJACENT YELLOW PAINT.
2. EDGE TO EDGE MEASUREMENT SHALL BE TAKEN FROM EDGES OF WHITE/YELLOW RUNWAY OR TAXIWAY PAINT. BLACK OUTLINES SHALL NOT BE ACCOUNTED FOR IN THIS MEASUREMENT.
3. SEE PLANS FOR TAXIWAY CENTERLINE RADII DIMENSIONS.



13 M-003 ENHANCED TAXIWAY CENTERLINE AND EDGE MARKINGS
SCALE: NONE

NOTE:
1. CURVE DIMENSIONS ARE TO THE CENTER OF THE CENTERLINE MARKING.
2. ALL DASH MARKINGS LESS THAN 6' MAY BE OMITTED AT THE DIRECTION OF THE ENGINEER.
3. YELLOW CENTERLINE MARKINGS SHALL BE 12" IN WIDTH.



14 M-003 RUNWAY HOLDING POSITION MARKING
SCALE: NONE

NOTE:
1. BLACK OUTLINES SHALL BE INSTALLED 6" OFFSET FROM ALL ADJACENT YELLOW PAINT.

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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87979
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS
AIRFIELD MARKING REHABILITATION

MARKING DETAILS III

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER M-003

SHEET NUMBER 14

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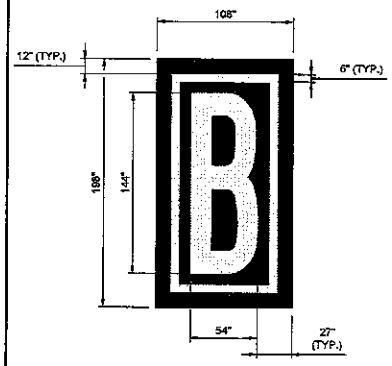
Last plotted by: Robbins, Kirk K. Plot Style: 40Drawings.ctb Plot Scale: 1:1 Plot Date: 7/1/2021 10:56 AM Plotted Layout: D_ANSI_full (22.00 x 34.00 in).pc3

N-18



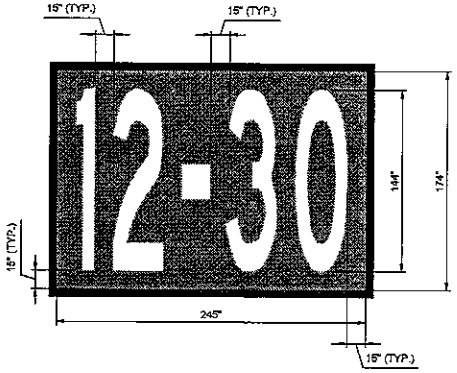
15 M-004

SURFACE PAINTED GUIDANCE SIGN - TAXIWAY B

SCALE: NONE

NOTE:

1. INSCRIPTION SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-1M
2. PAINT SHALL BE COLOR YELLOW LETTER ON BLACK BACKGROUND WITH 6" YELLOW BORDER WITH AN ADDITIONAL 12" BLACK BORDER.



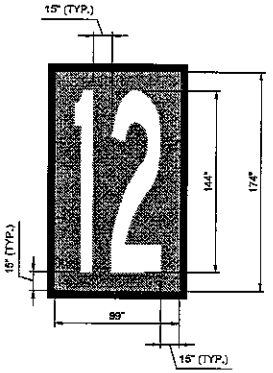
17 M-004

SURFACE PAINTED HOLDING POSITION SIGN - 12-30

SCALE: NONE

NOTE:

1. INSCRIPTION SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-1M
2. PAINT SHALL BE COLOR WHITE NUMBERS ON RED BACKGROUND, RED BACKGROUND HAS 6" BLACK BORDER.



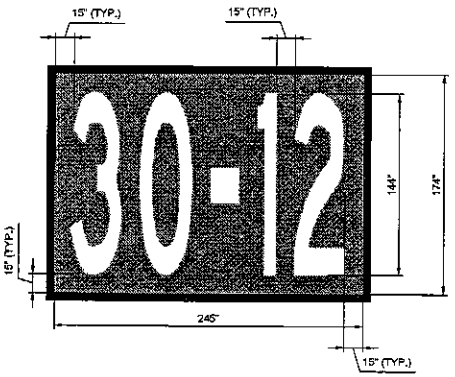
19 M-004

SURFACE PAINTED HOLDING POSITION SIGN - 12

SCALE: NONE

NOTE:

1. INSCRIPTION SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-1M
2. PAINT SHALL BE COLOR WHITE NUMBERS ON RED BACKGROUND, RED BACKGROUND HAS 6" BLACK BORDER.



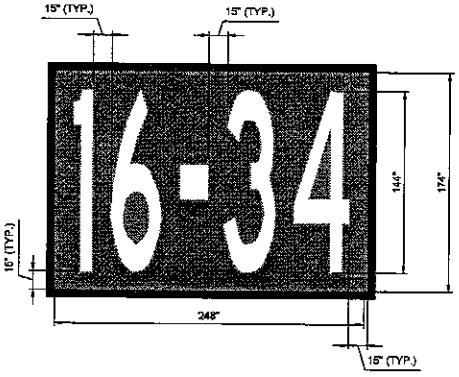
21 M-004

SURFACE PAINTED HOLDING POSITION SIGN - 30-12

SCALE: NONE

NOTE:

1. INSCRIPTION SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-1M
2. PAINT SHALL BE COLOR WHITE NUMBERS ON RED BACKGROUND, RED BACKGROUND HAS 6" BLACK BORDER.



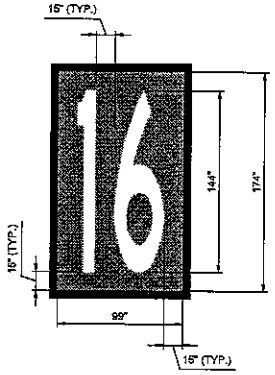
18 M-004

SURFACE PAINTED HOLDING POSITION SIGN - 16-34

SCALE: NONE

NOTE:

1. INSCRIPTION SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-1M
2. PAINT SHALL BE COLOR WHITE NUMBERS ON RED BACKGROUND, RED BACKGROUND HAS 6" BLACK BORDER.



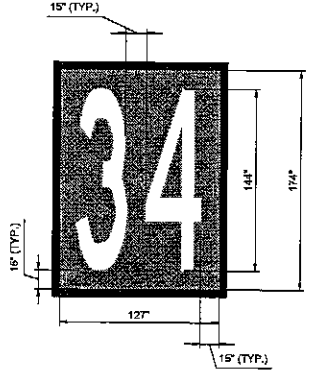
16 M-004

SURFACE PAINTED HOLDING POSITION SIGN - 16

SCALE: NONE

NOTE:

1. INSCRIPTION SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-1M
2. PAINT SHALL BE COLOR WHITE NUMBERS ON RED BACKGROUND, RED BACKGROUND HAS 6" BLACK BORDER.



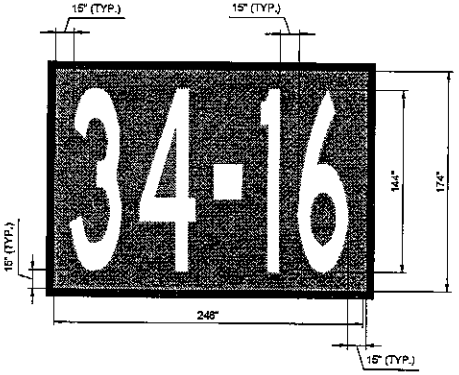
20 M-004

SURFACE PAINTED HOLDING POSITION SIGN - 34

SCALE: NONE

NOTE:

1. INSCRIPTION SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-1M
2. PAINT SHALL BE COLOR WHITE NUMBERS ON RED BACKGROUND, RED BACKGROUND HAS 6" BLACK BORDER.



22 M-004

SURFACE PAINTED HOLDING POSITION SIGN - 34-16

SCALE: NONE

NOTE:

1. INSCRIPTION SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-1M
2. PAINT SHALL BE COLOR WHITE NUMBERS ON RED BACKGROUND, RED BACKGROUND HAS 6" BLACK BORDER.

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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87979
LICENSED
PROFESSIONAL ENGINEER

Digitally Signed 07/22/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

MARKING DETAILS IV

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

SAE IS CHECKED ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
M-004

SHEET NUMBER 15

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Last Plotted by: Rosanna, Kim K. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 7/1/2021 10:05 AM Paper used: ... DWG to PDF.pc3

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Last Updated by: Rolabaina, Kan K. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 7/1/2021 10:05 AM Plotter used: DWG To PDF.pc3

N-19

MATCHLINE STA. 108+50.00

REMOVE EXISTING RUNWAY 34 DESIGNATION MARKING 2855.52 S.F.

REMOVE RUNWAY THRESHOLD MARKINGS 20978.14 S.F.

REMOVE EXISTING RUNWAY CENTERLINE STRIPE 433.55 S.F.

REMOVE EXISTING RUNWAY CENTERLINE STRIPE 433.55 S.F.

REMOVE EXISTING RUNWAY CENTERLINE STRIPE 433.55 S.F.

RUNWAY 16-34

99+00 100+00 101+00 102+00 103+00 104+00 105+00 106+00 107+00 108+00

TW F

MATCHLINE STA. 108+50.00

MATCHLINE STA. 120+00.00

REMOVE EXISTING RUNWAY AIMING POINT MARKINGS 5559.52 S.F.

REMOVE EXISTING RUNWAY CENTERLINE STRIPE 433.55 S.F.

REMOVE EXISTING RUNWAY CENTERLINE STRIPE 433.55 S.F.

REMOVE EXISTING RUNWAY CENTERLINE STRIPE 433.55 S.F.

REMOVE EXISTING RUNWAY CENTERLINE STRIPE 433.55 S.F.

REMOVE EXISTING RUNWAY CENTERLINE STRIPE 373.66 S.F.

RUNWAY 16-34

109+00 110+00 111+00 112+00 113+00 114+00 115+00 116+00 117+00 118+00 119+00

TW E

LEGEND

PAVEMENT MARKING REMOVAL

EXISTING PAVEMENT MARKINGS

XXXXXXXXX TAXIWAY LEAD-IN MARKING TO BE REMOVED

0 50 100 150 (IN FEET)

NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
3. ALL 8" BLACK OUTLINES ON EXISTING PAVEMENT MARKINGS SHALL BE REMOVED AS PART OF PAVEMENT MARKING REMOVAL.
4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.

KEYMAP

CARVER ENGINEERING

REGISTRATION NO. F-5713

JACKSON E. FRANK 87379 REGISTERED PROFESSIONAL ENGINEER

Digitally signed 6/16/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

RUNWAY 16-34 MARKING REMOVAL PLAN I

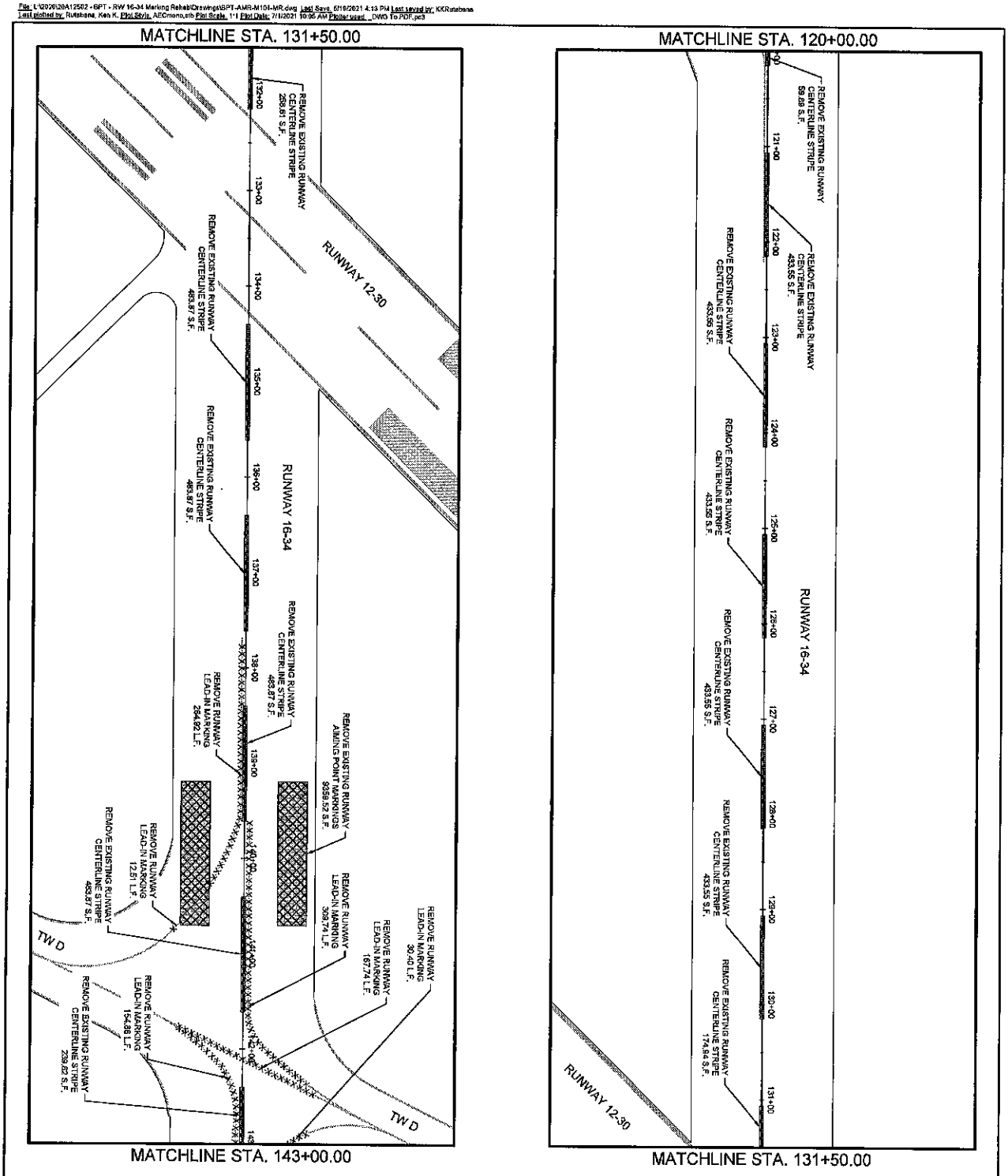
JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

DRAWING NUMBER M-101

SHEET NUMBER 16

File: L:\2020\20A12502 - BPT - RW 16-34 Marking Rehab\Drawings\BPT-AMR-M101-MR.dwg Last Save: 6/18/2021 4:13 PM Last saved by: KKRutabana
Last plotted by: Rutabana, Ken K. Plot Style: AECmono.stb Plot Scale: 1=1 Plot Date: 7/1/2021 10:05 AM Plotter used: _DWG To PDF.pc3

N-20



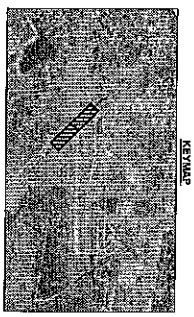
LEGEND

	PAVEMENT MARKING REMOVAL
~~	EXISTING PAVEMENT MARKINGS
~XXXXXXXXX	TAXIWAY LEAD-IN MARKING TO BE REMOVED

0 25 50 100 150
(IN FEET)

NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
3. ALL 6" BLACK OUTLINES ON EXISTING PAVEMENT MARKINGS SHALL BE REMOVED AS PART OF PAVEMENT MARKING REMOVAL.
4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.



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REGISTRATION NO. F-571

JASON E. FRANK 67979 LICENSED PROFESSIONAL ENGINEER

Digitally signed 07/01/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

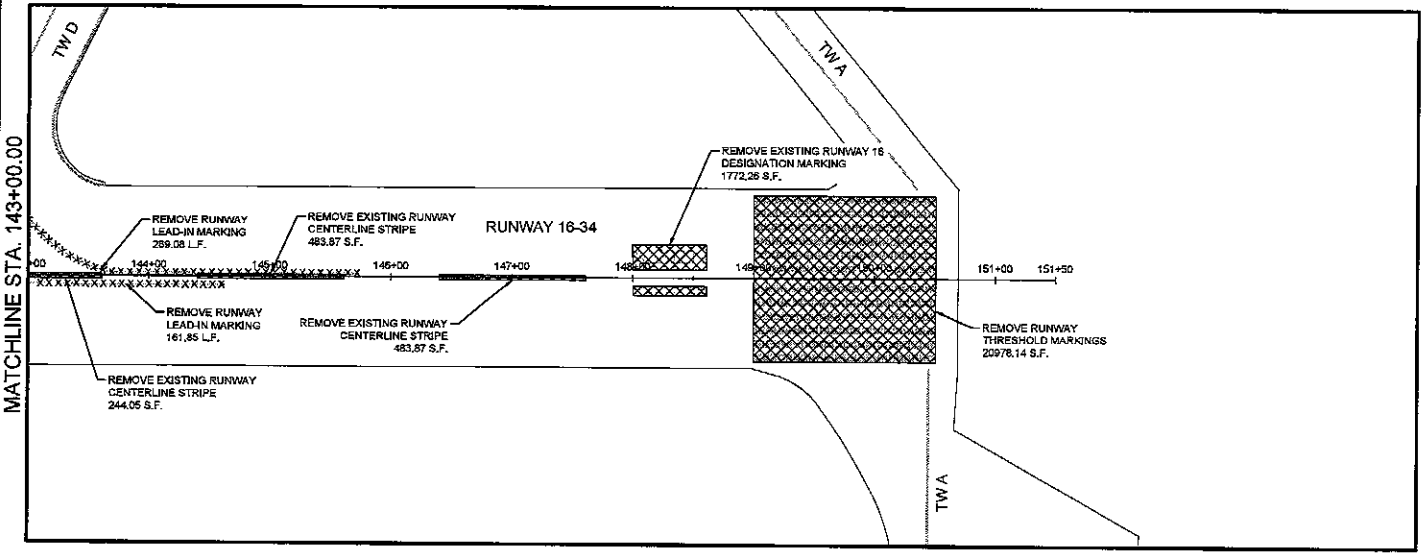
AIRFIELD MARKING REHABILITATION

RUNWAY 16-34 MARKING REMOVAL PLAN II

JOB NO.: 20A12502
DATE: JULY 2021
DESIGNED BY: JAH
DRAWN BY: JAH
CHECKED BY: KKR

SHEET NUMBER 17
DRAWING NUMBER M-102

N-21



0 25' 50' 100' 150'
(IN FEET)

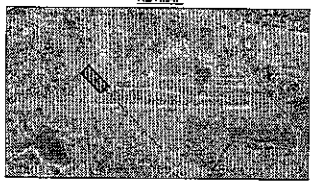
LEGEND

- PAVEMENT MARKING REMOVAL
- EXISTING PAVEMENT MARKINGS
- TAXIWAY LEAD-IN MARKING TO BE REMOVED

NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
3. ALL 6" BLACK OUTLINES ON EXISTING PAVEMENT MARKINGS SHALL BE REMOVED AS PART OF PAVEMENT MARKING REMOVAL.
4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.

KEYMAP



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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87979
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

RUNWAY 16-34
MARKING REMOVAL
PLAN III

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY

DRAWING NUMBER
M-103

SHEET NUMBER 18

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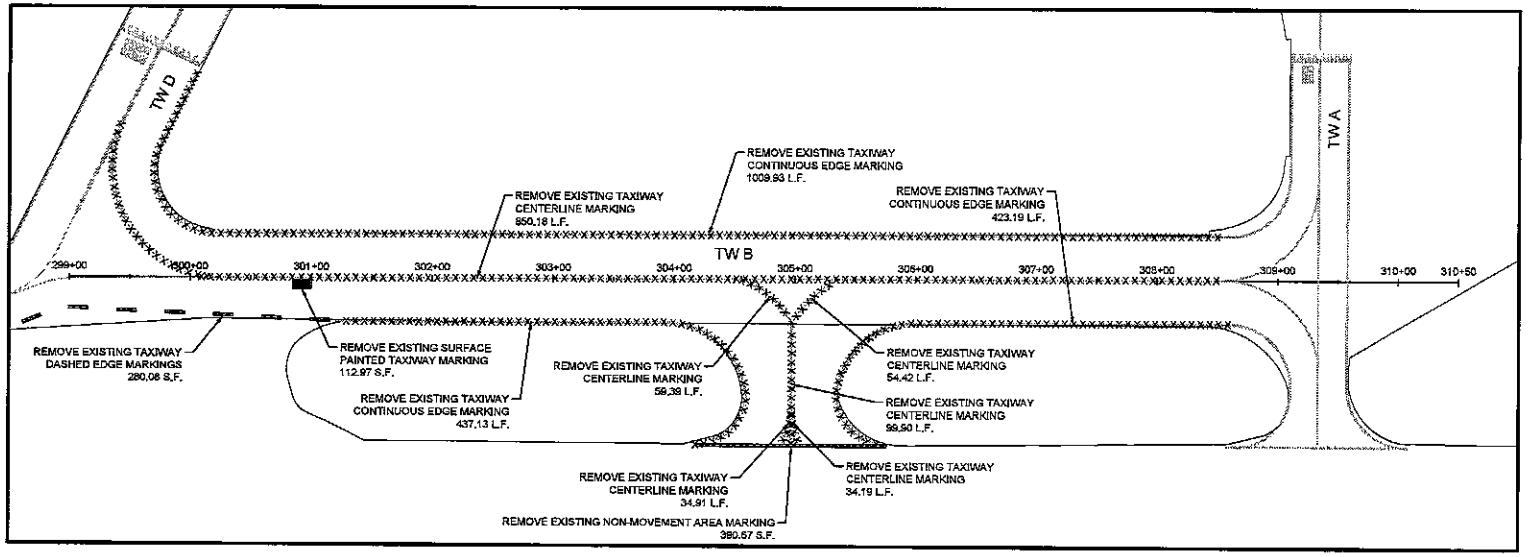
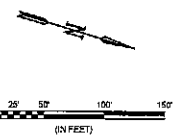
Last Plotted by: Kirkebane, Ken K. Plot Style: ABCmono.ctb Plot Scale: 1:1 Plot Date: 7/1/2021 10:05 AM Plotted Layout: _Dwg To PDF.pc3

N-22





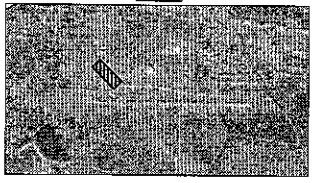
LEGEND

- PAVEMENT MARKING REMOVAL
- EXISTING PAVEMENT MARKINGS
- TAXIWAY CENTERLINE MARKING TO BE REMOVED

NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
3. ALL 6" BLACK OUTLINES ON EXISTING PAVEMENT MARKINGS SHALL BE REMOVED AS PART OF PAVEMENT MARKING REMOVAL.
4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.

KEYMAP



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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87978
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS
AIRFIELD MARKING REHABILITATION

TAXIWAY B MARKING REMOVAL PLAN

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
M-104

SHEET NUMBER 19

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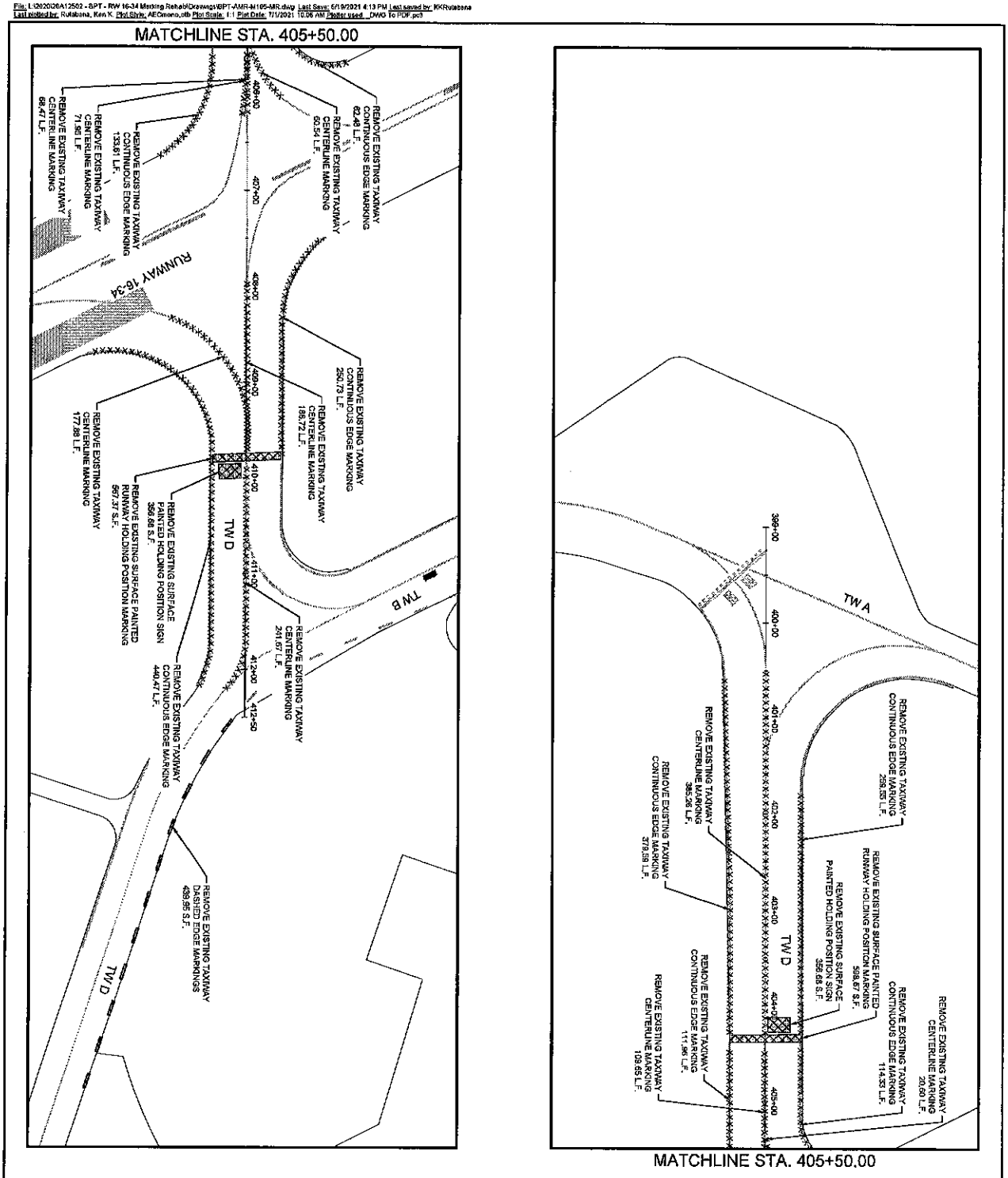
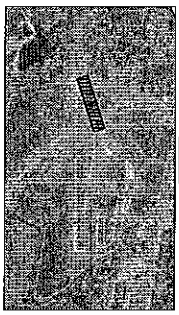
N-23





NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
3. ALL 6" BLACK OUTLINES ON EXISTING PAVEMENT MARKINGS SHALL BE REMOVED AS PART OF PAVEMENT MARKING REMOVAL.
4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.

LEGEND

- PAVEMENT MARKING REMOVAL
- EXISTING PAVEMENT MARKINGS
- TAXIWAY CENTERLINE MARKING TO BE REMOVED

0 25' 50' 100' 150'
(IN FEET)

GARVER
REGISTRATION NO. F-0713

JASON E. FRANK
07975
STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER

David's Signed 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

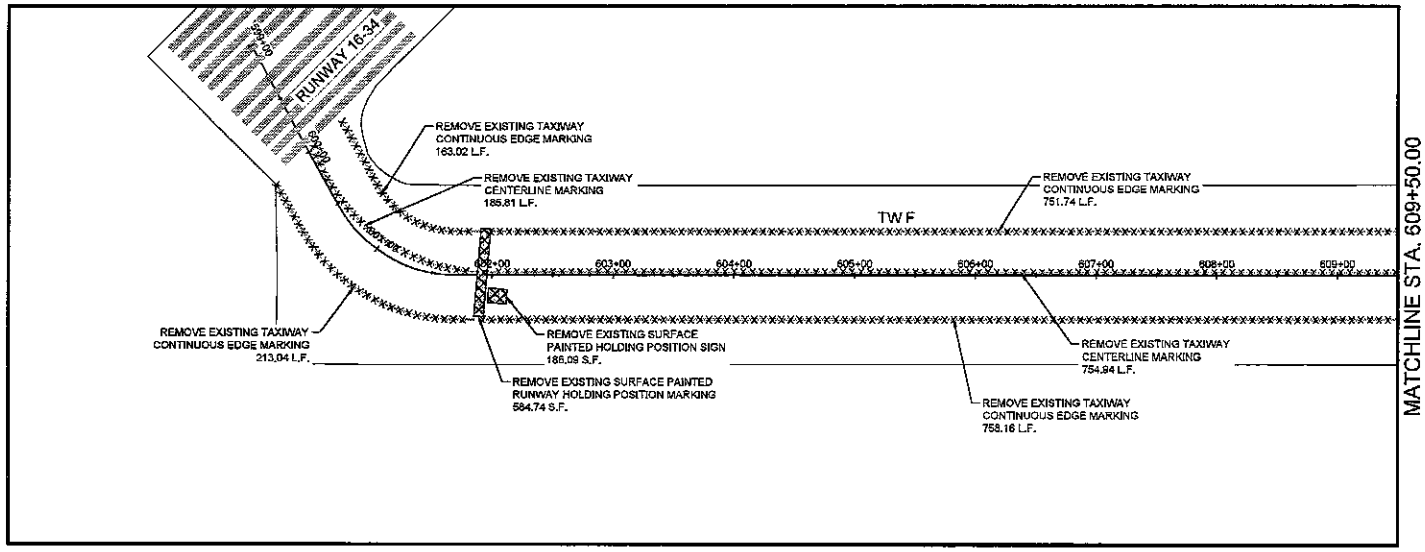
AIRFIELD MARKING REHABILITATION

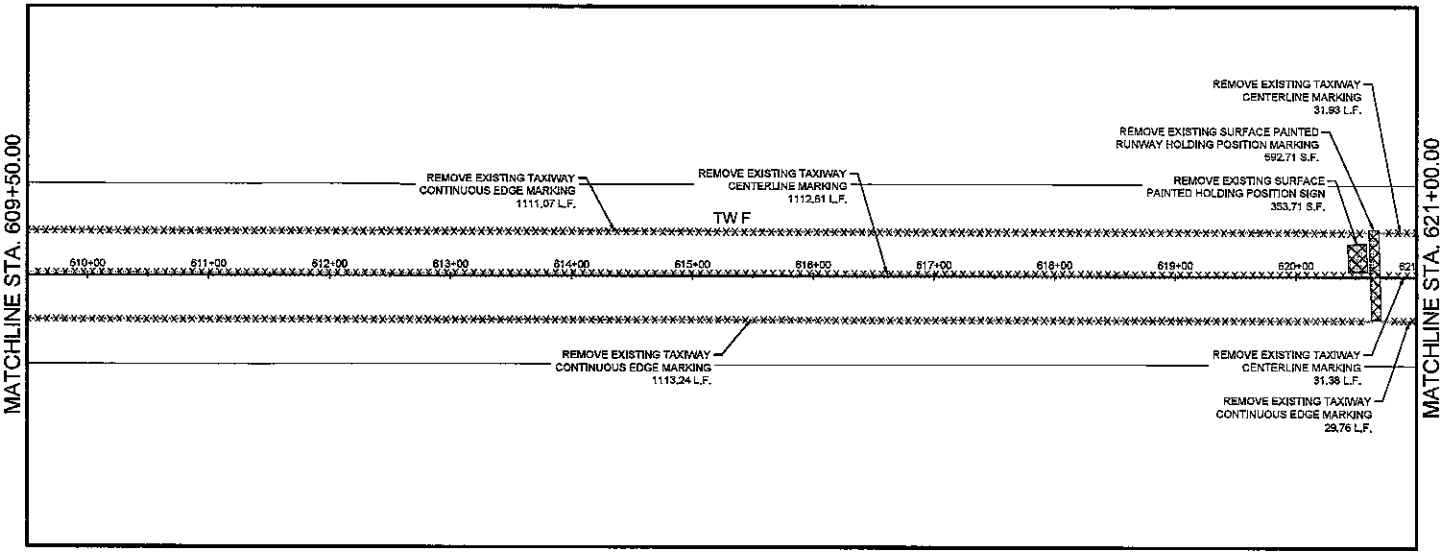
TAXIWAY D MARKING REMOVAL PLAN

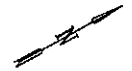
JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

SHEET NUMBER 20
DRAWING NUMBER M-105

N-24







LEGEND

	PAVEMENT MARKING REMOVAL
	EXISTING PAVEMENT MARKINGS
--XXXXXXXX	TAXIWAY CENTERLINE MARKING TO BE REMOVED

NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
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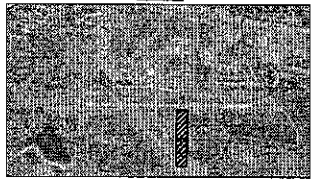
KEYMAP



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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87979
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

TAXIWAY F MARKING REMOVAL PLAN I

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
M-106

SHEET NUMBER 21

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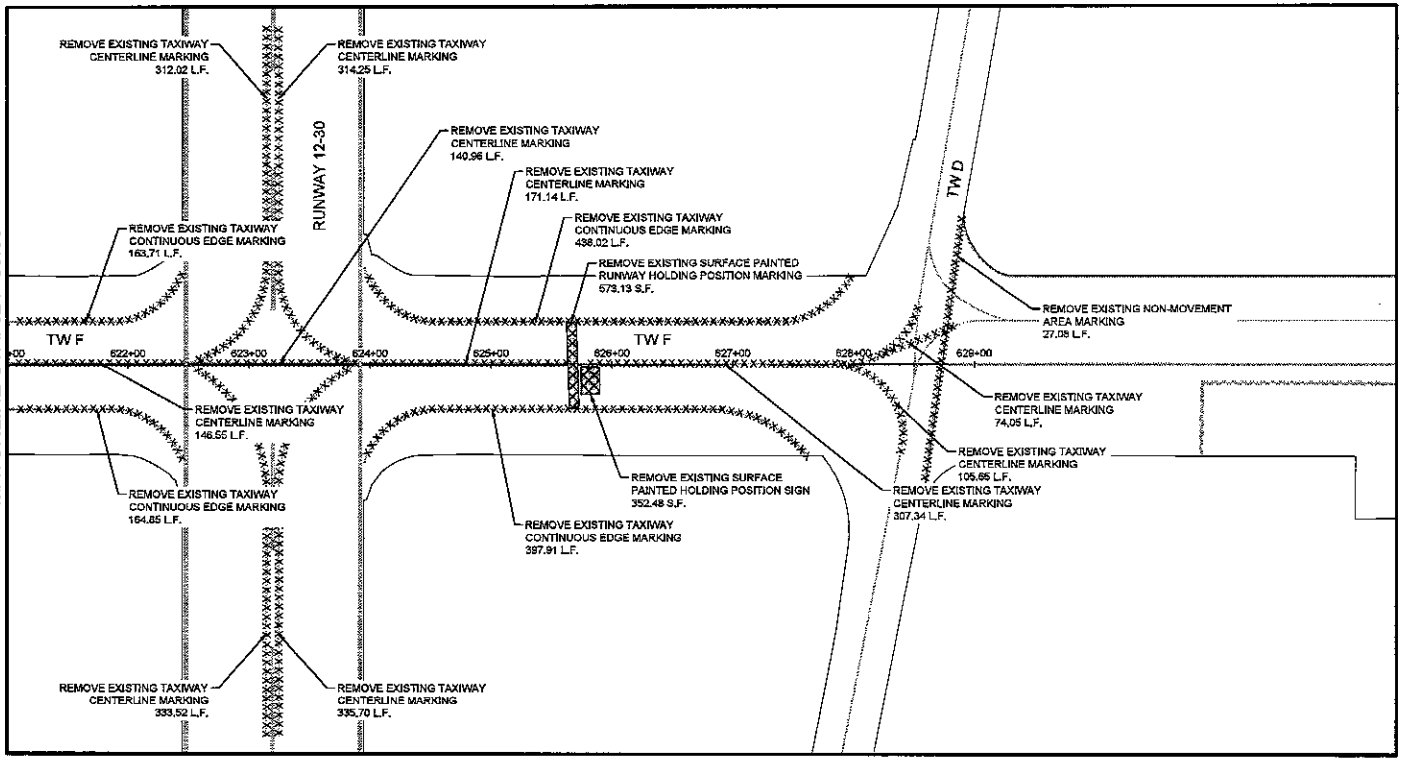
N-25



0 25' 50' 100' 150'
(IN FEET)

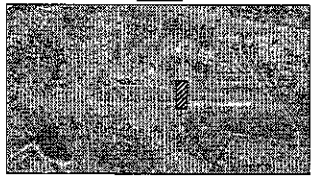
LEGEND

- PAVEMENT MARKING REMOVAL
- EXISTING PAVEMENT MARKINGS
- TAXIWAY CENTERLINE MARKING TO BE REMOVED

NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
3. ALL 6" BLACK OUTLINES ON EXISTING PAVEMENT MARKINGS SHALL BE REMOVED AS PART OF PAVEMENT MARKING REMOVAL.
4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.

KEYMAP



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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87979
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

TAXIWAY F MARKING REMOVAL PLAN II

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

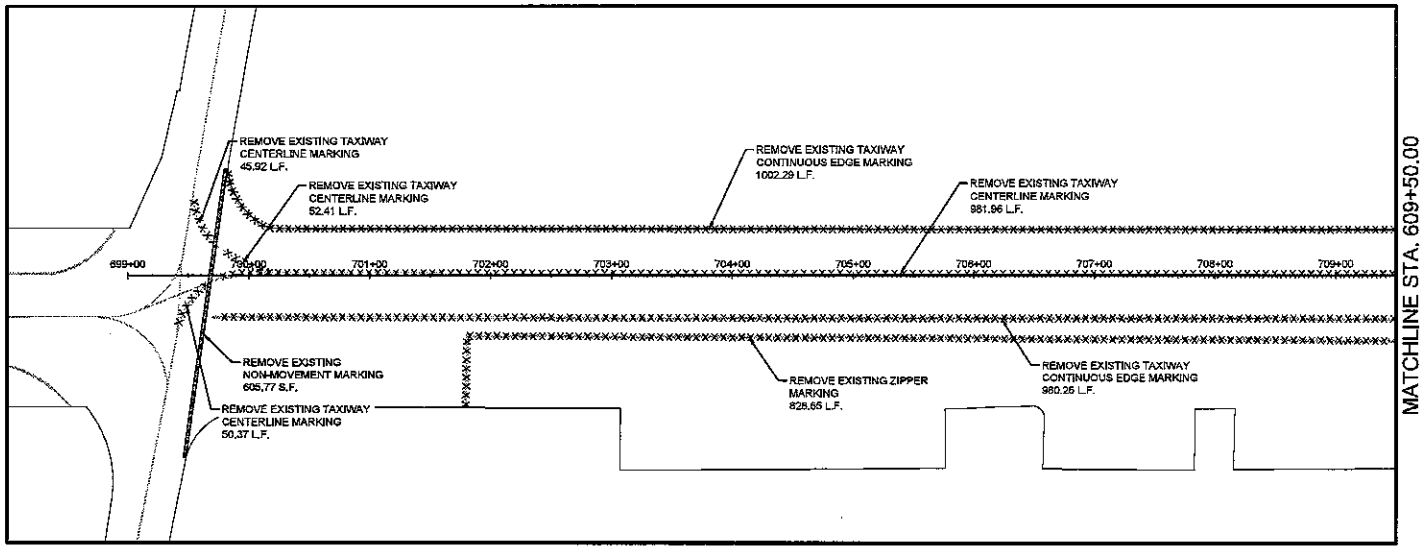
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

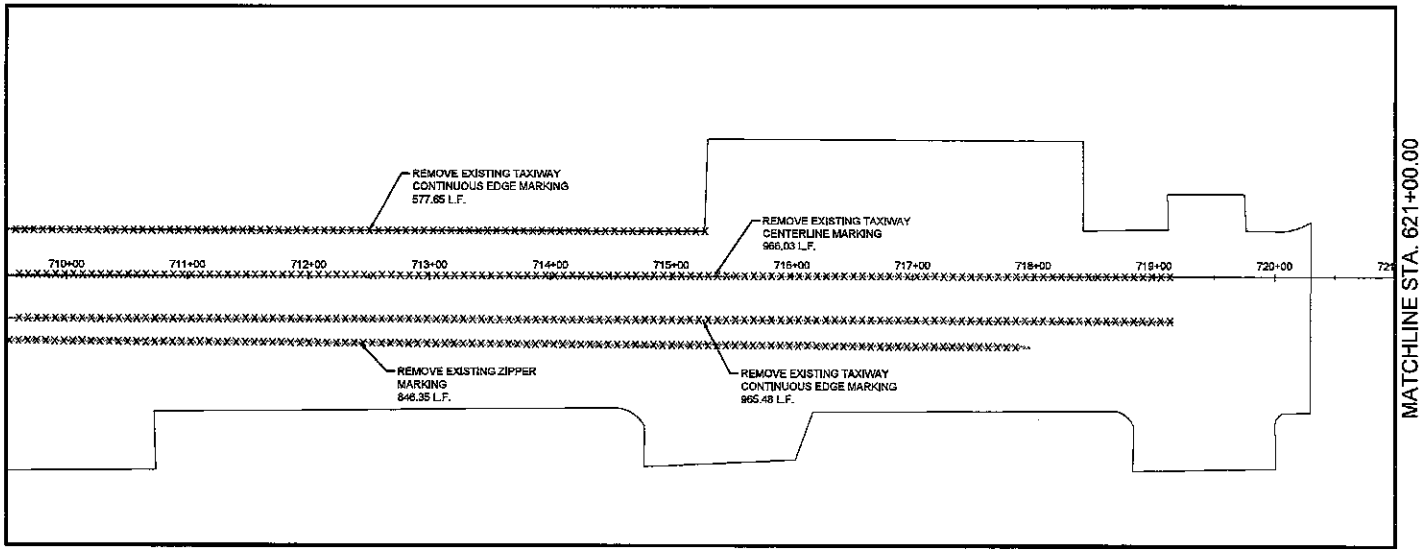
DRAWING NUMBER
M-107

SHEET NUMBER 22

File: I:\2020\20A12502 - BPT - RW 18-34 Marking Rehab\Drawings\BPT-AMR4106-M1.dwg Last Saved: 07/2/2021 10:21 AM Last saved by: KKhalsbane
Last plotted by: Khalsbane, Kari K. Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 7/1/2021 10:05 AM Plotter used: DWG To PDF.pc3

N-26





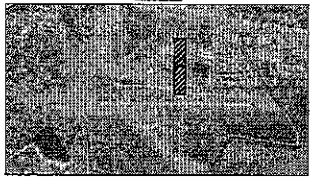
LEGEND

- PAVEMENT MARKING REMOVAL
- EXISTING PAVEMENT MARKINGS
- XXXXXXXX TAXIWAY CENTERLINE MARKING TO BE REMOVED

NOTES:

1. QUANTITIES REFERENCE THE CONSTRUCTION AREA INCLUDED ON THIS SHEET ONLY, UNLESS OTHERWISE NOTED.
2. PAVEMENT MARKING REMOVAL METHOD SHALL NOT DAMAGE THE EXISTING CONCRETE SURFACE.
3. ALL 6" BLACK OUTLINES ON EXISTING PAVEMENT MARKINGS SHALL BE REMOVED AS PART OF PAVEMENT MARKING REMOVAL.
4. REMOVE MARKINGS IN BLOCKS AS SHOWN TO HELP ENSURE THE MARKING REMOVAL AREA IS OBSCURED.

KEYMAP



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REGISTRATION NO. F-5713

STATE OF TEXAS
JASON E. FRANK
87979
LICENSED PROFESSIONAL ENGINEER

Digitally Signed 07/02/2021

REV.	DATE	DESCRIPTION	BY

JACK BROOKS REGIONAL AIRPORT
JEFFERSON COUNTY, TEXAS

AIRFIELD MARKING REHABILITATION

EAST RAMP MARKING REMOVAL PLAN

JOB NO.: 20A12502
DATE: JUL 2021
DESIGNED BY: JAH
DRAWN BY: JAH

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
M-108

SHEET NUMBER 23

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Last plotted by: Robbins, Ken K. Plot Style: AECmonoctb Plot Scale: 1:1 Plot Date: 7/1/2021 10:57 AM Plotted using: _DWG To PDF.pc3

ATTACHMENT O

DOCUMENTATION:

System for Award Management Status

Divestment Search

COMPLETED FORM 1295

SAM.GOV®

STATUS AS OF: 10/5/2021

James Wist

HI-LITE AIRFIELD SERVICES, LLC

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
079262248	QVMNQC8PN376	71Z62
Purpose of Registration	**Expiration Date**	**Registration Status**
All Awards	Jan 17, 2022	Active
Physical Address	**Mailing Address**	
20128 Nys Rt 12F Watertown Watertown, New York 13601 United States	PO Box 597 Watertown, New York 13601 United States	

Business Information

Doing Business as	Division Name	Division Number
HI-Lite Airfield Services	(blank)	(blank)
Congressional District	**State / Country of Incorporation**	**URL**
New York 21	Texas / United States	(blank)

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 23, 2020	Jul 21, 2020	Jan 24, 2014

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 31, 2013	Dec 31

Immediate Owner

CAGE	Legal Business Name
8FX52	MEP HLAS HOLDINGS, LLC

Highest Level Owner

CAGE	Legal Business Name
(blank)	(blank)

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

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

Yes

Entity Type

Business Types

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

Electronic Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

O-1

Electronic Business

Dennis Haefner, Estimator
20128 Nys Route 12F
Watertown, New York 13601
United States

Kelly Spinner
18249 HI-LITE Drive
Adams Center, New York 13606
United States

Government Business

Dennis Haefner
20128 Nys Route 12F
Watertown, New York 13601
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	238320	Painting And Wall Covering Contractors
	488119	Other Airport Operations

Product and Service Codes

PSC	PSC Name
Z1BD	Maintenance Of Airport Runways And Taxiways

This entity does not appear in the disaster response registry.

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

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

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated September 2021*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated November 18, 2020*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 18, 2020*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2021*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

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

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

Updated September 2021

2020 List of Companies Engaging in Scrutinized Business Operations in Sudan
Chapter 2270 of the Texas Government Code

Company Name	ISIN

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

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

Updated November 2020

2020 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AF Poyry AB	SE0005999836
Beiqi Foton Motor Co., Ltd.	CNE000000WC6
Bharat Petroleum Corporation Ltd.	INE029A01011
China Railway Group Ltd	CNE100000866
ENEOS Holdings, Inc. f/k/a JXTG Holdings Inc	JP3386450005
Glencore plc	JE00B4T3BW64
Hindustan Petroleum Corporation Ltd.	INE094A01015
Hyundai Motor	KR7005380001
Indian Oil Corporation Ltd.	INE242A01010
Jindal Steel & Power Ltd.	INE749A01030
Lloyds Banking Group plc	GB0008706128
Man SE	DE0005937007
Mangalore Refinery & Petrochemicals Ltd.	INE103A01014
Norinco Intl Cooperation Ltd	CNE000000VZ9
Oil & Natural Gas Corporation Ltd.	INE213A01029
Power Construction Corporation of China, Ltd.	CNE1000017G1
RELX PLC	GB00B2B0DG97
Renault S.A.	FR0000131906
Sinopec Engineering (Group) Co Ltd	CNE100001NV2
Telecom Italia	IT0003497168
Vodafone Group plc	GB00BH4HKS39
Zhejiang Shibao Co., Ltd.	CNE100001MJ9

Updated November 2020

List of Designated Foreign Terrorist Organizations Pursuant to Texas Government Code Chapter 2270

Organization
Abdallah Azzam Brigades (AAB)
Abu Sayyaf Group (ASG)
Al-Aqsa Martyrs Brigade (AAMB)
al-Ashtar Brigades (AAB)
al-Mulathamun Battalion (AMB)
al-Nusrah Front
al-Qa'ida (AQ)
al-Qa'ida in the Arabian Peninsula (AQAP)
Al-Qa'ida in the Indian Subcontinent
al-Qaida in the Islamic Maghreb (AQIM)
al-Shabaab
Ansar al-Dine (AAD)
Ansar al-Islam (AAI)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
Ansaru
Army of Islam (AOI)
Asa'ib Ahl al-Haq (AAH)
Asbat al-Ansar (AAA)
Aum Shinrikyo (AUM)
Basque Fatherland and Liberty (ETA)
Boko Haram
Communist Party of the Philippines/New People's Army (CPP/NPA)
Continuity Irish Republican Army (CIRA)
Gama'a al-Islamiyya (Islamic Group – IG)
HAMAS
Haqqani Network (HQN)
Harakat Sawa'd Misr (HASM)
Harakat ul-Jihad-i-Islami (HUJI)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
Harakat ul-Mujahidin (HUM)
Hizballah
Hizbul Mujahideen (HM)
Indian Mujahedeen (IM)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)

Organization
ISIL-Khorasan (ISIL-K)
ISIS-Bangladesh
ISIS-DRC
ISIS-Greater Sahara
ISIS-Mozambique
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Islamic Revolutionary Guard Corps (IRGC)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Jaish-e-Mohammed (JEM)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Jaysh al-Adl (formerly Jundallah)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
Kahane Chai (Kach)
Kata'ib Hizballah (KH)
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Lashkar i Jhangvi (LJ)
Lashkar-e Tayyiba (LeT)
Liberation Tigers of Tamil Eelam (LTTE)
Mujahidin Shura Council in the Environs of Jerusalem (MSC)
National Liberation Army (ELN)
Palestine Islamic Jihad (PIJ)
Palestine Liberation Front (PLF)
PFLP-General Command (PFLP-GC)
Popular Front for the Liberation of Palestine (PFLP)
Real Irish Republican Army (RIRA)
Revolutionary Armed Forces of Colombia (FARC)
Revolutionary People's Liberation Party/Front (DHKP/C)
Revolutionary Struggle (RS)
Shining Path (SL)
Tehrik-e Taliban Pakistan (TTP)

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

Updated June 2021

List of Companies Engaging in Scrutinized Business Operations
With a Designated Foreign Terrorist Organization
Pursuant to Texas Government Code Chapter 2270

COMPANY NAME
No Companies Identified

Updated June 2021

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-809833

Date Filed:
10/06/2021

Date Acknowledged:
10/7/2021 (JW)

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HI-Lite Airfield Services,LLC
Watertown, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County Purchasing Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 21-052/JW
Airfield Marking Rehabilitation for the Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kelly Spinner, and my date of birth is 9/9/69.

My address is 4816 Lena Road (street), Bradenton (city), FL (state), 34211 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Manatee County, State of FL, on the 6th day of October (month), 20 21 (year).

Kelly Spinner (Oct 6, 2021 16:11 EDT)

Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT

PROFESSIONAL ENGINEERING SERVICES
PART I: AGREEMENT

THIS AGREEMENT, entered into this **26th** day of **October 2021** by and between the COUNTY OF **Jefferson, Texas** hereinafter called the "County", acting herein **by Jeff R. Branick, Jefferson County Judge** here unto duly authorized, and **Whitely Oliver Engineering, LLC.** hereinafter called "the Contractor" and/or "DEC", acting herein by **Jeff D. Leavins, P.E. / President.**

WITNESSETH THAT:

WHEREAS, **the County of Jefferson, Texas** desires to implement/complete the following:

- **Drainage Ditch 110-B** (Behind 2750 S Eighth Street, Beaumont)
  Approximate Latitude/Longitude: 30.0586, -94.1236
  Proposed HUD Performance Measures: 500 LF

Selected Engineering Firm will provide engineering services for the installation of larger box culverts and realigning the concrete slope paving on Ditch No. 110-B will promote sustainable long-term recovery by putting in place additional access for future maintenance and provide better flow conveyance for future flood flows.

The cost of installing precast concrete boxes in Ditch No. 110-B is the best alternative given the narrow right-of-way between homes and businesses. The improved flow conveyance will provide cost savings due to decreased flood damages in the area.

The Ditch No. 110-B project uses adaptable technology by utilizing precast box culverts, which fit in the narrow right-of-way, and yet still convey the flood flows. Due to the structural stability of the culverts, the project is reliable with regards to long-term life and supporting adjacent structures.

- **Drainage Ditch 107** (From W Cardinal Drive to Sarah Street)
  Approximate Latitude/Longitude: 30.043930, -94.129439
  Proposed HUD Performance Measures: 1,250 LF

Selected Engineering Firm will provide engineering services for the enlargement of and addition of concrete lining for Ditch No. 107 to promote long-term recovery by putting in place a ditch that will meet future needs, as well as a ditch that will maintain its size and shape during future rain events. The new ditch will be easily maintainable and can be cleaned out using standard skid-steer equipment without access issues.

The concrete lining and enlarging of Ditch No. 107 were chosen to provide a cost benefit because of the greatly decreased maintenance costs and the cost savings that will be realized through reduced flood damages.

The use of cast-in-place concrete for the lining of Ditch No. 107 is an adaptable and reliable technology, because the concrete can conform to the shape needed for the ditch and the extremely long-life span of Portland cement concrete.

Whereas the County desires to engage **Whiteley Oliver Engineering, LLC.** to render certain **Engineering Design Services** in connection with this Drainage Ditch 110-B and Drainage Ditch 107 Improvements Project, Contract No. 21-014/JW). (Funding provided by the Texas General Land Office / Contract No. 20-065-121-C408).

NOW THEREFORE, the parties do mutually agree as follows:

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

2. **Time of Performance**
   The services of the Contractor shall commence per the County's issuance of a Notice to Proceed. In any event, all of the services required and performed hereunder shall be completed no later than sixty (60) business days after engineering contract execution, unless otherwise agreed upon with the County It should be noted that the above sixty (60) business days shall only be for survey and engineering design phase services, and does not include bidding phase and construction phase services.

3. **Local Program Liaison**
   For purposes of this Contract, 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.

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

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

6. **Compensation and Method of Payment**
   The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $186,000. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. **Indemnification**
   The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's negligent acts or omissions of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the GLO contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. **Miscellaneous Provisions**

   a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

   b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

   c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. **Extent of Agreement**

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

The executed agreement documents shall consist of the following components:

a. **This Professional Services Agreement (Pages 1-10)**

b. **EXHIBIT A:**
   - **Scope of Work - Introduction and Purpose (Page A-1)**
   - **Scope of Work (Pages A-1 - A-2)**
   - **Engineering Scope of Work Documents (Pages A-3 - A-6)**

c. **EXHIBIT B:**
   - **Engineering Fees (Page B-1)**
   - **Engineering Rate Schedule (Page B-2)**

d. **EXHIBIT C:**
   - **Legal Notice/Advertisement (Page C-1)**
   - **RFQ Specifications (Completed and Signed by Contractor) (Pages C-2 - C-131)**

e. **EXHIBIT D:**
   - **Contractor's Statement of Qualifications (RFQ Response Submission) (Pages D-1 - D-27)**

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

BY: _____ **DATE:** October 26, 2021

Jeff R. Branick, Jefferson County Judge

BY: _____ **DATE:** 10/20/2021

AUTHORIZED REPRESENTATIVE
Whiteley Oliver Engineering, LLC.

JEFF D. LEAVINS **DATE:** 10/20/2021

PRINTED NAME

ATTEST: _____

Theresa Goodness, Interim County Clerk

COMMISSIONERS COURT
COUNTY, TEXAS

CONTRACT

PROFESSIONAL ENGINEERING SERVICES

PART II: SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Awarded firms shall be responsible for the performance of all required Engineering Design Services as described within the bid specifications, addenda, and appendices for this project. All submitted responses shall be for principal firms and may include subcontractors.

A description of services that may be utilized under this RFQ includes but is not limited to:

All-project related Engineering Design Services to the County to reconstruct and increase the capacity of drainage Ditch 110-B and Drainage Ditch 107; as described in the documents included in Exhibit A to the contract document:

- **SCOPE OF WORK: Introduction and Purpose (EXHIBIT A: Page A-1)**
- **SCOPE OF WORK DOCUMENT (EXHIBIT A: Pages A-3 - A-6)**
- **PROPOSED SUBCONTRACTOR DOCUMENTATION: N/A**

CONTRACT
PROFESSIONAL ENGINEERING SERVICES
PART III: PAYMENT SCHEDULE

County shall reimburse **Whitely Oliver Engineering, LLC.** provided and as described within this contract document and bid specifications, as described in the documents included in **EXHIBIT B** to this contract document:

- **ENGINEERING FEES (Page B-1)**
- **RATE SCHEDULE (Page B-2)**

CONTRACT

PROFESSIONAL ENGINEERING SERVICES
PART IV: TERMS AND CONDITIONS

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

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

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

   [Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

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

4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Texas General Land Office Community Development Block Grant-Disaster Relief 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.

5. **Personnel.**
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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

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

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

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

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

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

9. **Conflicts of Interest.**

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

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

c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the Engineering Services award between Whiteley Oliver Engineering, LLC. and the County or this Agreement. The Contractor further warrants and represents that it shall not

acquire an interest, direct or indirect, in any geographic area that may benefit from the GLO award between GLO 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.

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

Federal Civil Rights Compliance.

11. **Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).**

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

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

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

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

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

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

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

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

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

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

13. **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.

14. **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.

15. **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:]

16. **Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.**

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of

section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT A

SCOPE OF WORK - Introduction and Purpose:

Hurricane Harvey overwhelmed the drainage system of Jefferson County, Texas (County). Heavy rainfall caused flooding of homes and streets. This inundated the drainage system and threatened public health, safety, and welfare.

In response to the identified needs for drainage improvements, Jefferson County has applied for the upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office (GLO) – Community Development & Revitalization (GLO). One of the planned projects with this potential funding is to conduct drainage improvements for Drainage Ditch 110-B and Drainage Ditch 107 to reduce the impact of future flooding.

As these projects are to be grant funded, the County maintains the right to amend this contract as needed as the scope of services/projects funded are subject to change depending upon grant funds received.

The following outlines the scope of work for this project.

SCOPE OF WORK:

- **Drainage Ditch 110-B** (Behind 2750 S Eighth Street, Beaumont)
  Approximate Latitude/Longitude: 30.0586, -94.1236
  Proposed HUD Performance Measures: 500 LF

Selected Engineering Firm will provide engineering services for the installation of larger box culverts and realigning the concrete slope paving on Ditch No. 110-B will promote sustainable long-term recovery by putting in place additional access for future maintenance and provide better flow conveyance for future flood flows.

The cost of installing precast concrete boxes in Ditch No. 110-B is the best alternative given the narrow right-of-way between homes and businesses. The improved flow conveyance will provide cost savings due to decreased flood damages in the area.

The Ditch No. 110-B project uses adaptable technology by utilizing precast box culverts, which fit in the narrow right-of-way, and yet still convey the flood flows. Due to the structural stability of the culverts, the project is reliable with regards to long-term life and supporting adjacent structures.

- **Drainage Ditch 107** (From W Cardinal Drive to Sarah Street)
  Approximate Latitude/Longitude: 30.043930, -94.129439
  Proposed HUD Performance Measures: 1,250 LF

Selected Engineering Firm will provide engineering services for the enlargement of and addition of concrete lining for Ditch No. 107 to promote long-term recovery by putting in place a ditch that will meet future needs, as well as a ditch that will maintain its size and shape during future rain events. The new ditch will be easily maintainable and can be cleaned out using standard skid-steer equipment without access issues.

The concrete lining and enlarging of Ditch No. 107 were chosen to provide a cost benefit because of the greatly decreased maintenance costs and the cost savings that will be realized through reduced flood damages.

The use of cast-in-place concrete for the lining of Ditch No. 107 is an adaptable and reliable technology, because the concrete can conform to the shape needed for the ditch and the extremely long-life span of Portland cement concrete.

SCOPE OF WORK (CONTINUED):

The CONTRACTOR is expected to provide all engineering services necessary for project completion including but not limited, to the following;

- Environmental assessments, as necessary (to be completed by Grant Administrator)
- Compiling information and permit documents for Corps of Engineers, State, and Local entities
- Providing topographic surveys including bathymetric surveys, as necessary
- Engineering studies regarding wave and scour analyses for the ramp and jetty designs, as necessary
- Development of the construction project Scope of Work
- Development of design plans and specifications
- Development of the draft and final Construction Budgets
- Preparation of the bid package
- Development of materials for and attendance of Pre-bid and Pre-construction meetings
- Performance of geotechnical report, as necessary for design;
- Coordination of Engineer's subconsultants including, but not limited to: Engineering and environmental professionals, geotechnical professionals, surveyors etc.
- Providing construction management as necessary, including but limited to, not notice of award/notice to proceed, monthly pay requests, serving as the point of contact with the contractor, development of project close out documents;
- Maintaining correspondence and communications with the County during design, bidding and construction activities
- Attend County Commissioner's Court meetings, as necessary
- Other special services as determined

Engineering Firm providing these services must:

Be led by a principal or partner of an established professional firm or organization;

Have demonstrated ability to work successfully with government entities including:

1. No previous record of default on a government contract;

2. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;

3. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and

4. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFQ.

JEFFERSON COUNTY, TEXAS

GLO CDBG-DR DRAINAGE IMPROVEMENTS PROJECT

(DRAINAGE DITCH 110-B & 107)

Contract No. 20-065-121-C408

ENGINEERING SCOPE OF WORK DOCUMENTS

GENERAL REQUIREMENTS

(a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
(b) Provide monthly project status updates.
(c) Funding release will be based on deliverables identified in the contract.

INITIAL ENGINEERING AND DESIGN SUPPORT

(a) Provide all project information necessary to ensure timely execution of the environmental review.
(b) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
    i. Cross sections/elevations
    ii. Project layout/staging areas
    iii. General notes
    iv. Special notes
    v. Design details
    vi. Specifications
    vii. Utility relocation designs
    viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
    ix. Required permits
    x. Quantities
    xi. Estimate of construction costs to within +/- 25%
    xii. Schedules for design, permitting, acquisition and construction
(c) Design surveying, topographic and utility mapping.
(d) Perform subsurface explorations for project sites, as necessary.
(e) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
(f) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
(g) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(h) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
(i) Prepare plans and profiles, including vertical design information for the selected alternative.
(j) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
(k) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the Owner to facilitate the project. (Preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired is not included in scope of work)
(l) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

ENGINEERING AND FINAL DESIGN SUPPORT

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
   i. Cross sections/elevations
   ii. Project layout/staging areas
   iii. General notes
   iv. Special notes
   v. Design details
   vi. Specifications
   vii. Utility relocation designs
   viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
   ix. Required permits
   x. Quantities
   xi. Estimate of construction costs to within +/- 20%
   xii. Schedules for design, permitting, acquisition and construction
(b) Provide information to appropriate individuals (Grant Administrator) for the development of environmental fund release reports and floodplain maps.
(c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
(d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
(e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

BID AND AWARD SUPPORT

(a) Submit appropriate items and support subrecipient in the development of complete bid package.
(b) Prepare and assist subrecipient in the advertisements for bid solicitation.

(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
(d) Attend and support subrecipient at pre-bid conference and bid opening.
(e) Support subrecipient with ongoing communication during bid process.
(f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
(g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
(h) Support subrecipient in the conducting of a preconstruction conference.

CONTRACT MANAGEMENT AND CONSTRUCTION OVERSIGHT

(a) Ensure delivery of subrecipient project in accordance with contract.
(b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
(c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
(d) Provide periodic and final inspections and tests reports, as required for the project.
(e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient (part-time inspection).
(f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
(g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
(h) Obtain independent cost estimates for validation purposes, as required.
(i) Review and respond to requests for information/clarification.
(j) Support subrecipient with issue identification and claims resolutions.
(k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
(l) Develop a final "as built" report of quantities, drawings, and specifications.
(m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
(n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
(o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
(p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
(q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
(r) Submit all final invoices within 60 days after contract or work order expiration.

SPECIALIZED SERVICES

(a) Provide Geotechnical Investigations, as may be required for a project.
(b) Provide Detailed Surveying, as may be required for a project.

(c) Provide Site Specific Testing, as may be required for a project.
(d) Provide Planning Studies, as may be required for a project.
(f) Provide Feasibility Studies, as may be required for a project.

EXHIBIT B

JEFFERSON COUNTY, TEXAS

GLO CDBG-DR DRAINAGE IMPROVEMENTS PROJECT

(DRAINAGE DITCH 110-B & 107)

Contract No. 20-065-121-C408

ENGINEERING COSTS

FIELD SURVEY / SITE INVESTIGATION	$10,000
GEOTECHNICAL SOIL BORINGS	$ 6,000
ENGINEERING DESIGN PHASE	$60,000
BIDDING PHASE	$ 5,000
CONSTRUCTION ENGINEERING / ADMINISTRATION PHASE	$32,000
CONSTRUCTION INSPECTION	$68,000
PROJECT CLOSEOUT / AS-BUILT PLANS	$ 5,000

TOTAL ENGINEERING SERVICES $186,000

WHITELEY + OLIVER ENGINEERING, LLC

3250 EASTEX FREEWAY, BEAUMONT, TEXAS 77703
OFFICE: 409.892.0421
Texas Firm Registration F-22257 | www.whiteleyoliver.com | Louisiana Firm Registration EF-7086

2021 STANDARD RATE SCHEDULE

ENGINEERING SERVICES:		
Principal - Registered Professional Engineer	$212.00	per hour
Senior Project Engineer	$195.00	per hour
Project Engineer	$185.00	per hour
Engineer In Training (EIT)		
Level 2	$140.00	per hour
Level 1	$125.00	per hour
Graduate Engineer	$110.00	per hour
Sr. Project Manager	$145.00	per hour
Project Manager / Sr. Designer	$125.00	per hour
Engineering Technician III (Designer)	$110.00	per hour
Engineering Technician II (Sr. AutoCAD Operator)	$94.00	per hour
Engineering Technician I (AutoCAD Operator)	$77.00	per hour
Resident Project Representative	$115.00	per hour
Billing Clerk	$69.00	per hour

GENERAL NOTES:

** These rates include labor, material, supplies, transportation, insurance and payroll related taxes.*

** Rates are adjusted as necessary at the beginning of each calendar year to reflect increases in cost of operation, inflation, etc.*

** Invoices based on these rates, or any other contractural arrangements with Whiteley Oliver Engineering, are NET 30 DAYS unless specific arrangements/agreements are made. If payment is not received within 30 days, project work will proceed at our discretion.*

EXHIBIT C

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

May 18, 2021

Request for Statements of Qualification (RFQ 21-014/JW)
Professional Engineering Services for Drainage Improvements:
Drainage Ditch 110-B and Drainage Ditch 107
(Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with Request for Statements of Qualification (RFQ 21-014/JW) Professional Engineering Services for Drainage Improvements: Drainage Ditch 110-B and Drainage Ditch 107 (Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County. Jefferson County is soliciting statements of qualifications from qualified firms to provide engineering services to reconstruct and increase the capacity of Drainage Ditch 110-B and Drainage Ditch 107. (GLO Contract No. 20-065-121-C408).

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

All submittals shall be evaluated by a Selection Committee. The Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, June 16, 2021. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be 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. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

REQUEST NAME: **Professional Engineering Services for Drainage Improvements: Drainage Ditch 110-B and Drainage Ditch 107 (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County**

REQUEST NO.: **RFQ 21-014/JW**

DUE DATE/TIME: **11:00 am CT, Wednesday, June 16, 2021**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises to participate in the qualifications submission 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.

We look forward to your active participation in this solicitation.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: May 19 & 26th, 2021 / The Examiner: May 20, 2021

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Response Submissions:

Respondent is responsible for submitting: One (1) original and five (5) response 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

Section 1. Introduction and Purpose:

Hurricane Harvey overwhelmed the drainage system of Jefferson County, Texas (County). Heavy rainfall caused flooding of homes and streets. This inundated the drainage system and threatened public health, safety, and welfare.

In response to the identified needs for drainage improvements, Jefferson County has applied for the upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office (GLO) – Community Development & Revitalization (GLO). One of the planned projects with this potential funding is to conduct drainage improvements for Drainage Ditch 110-B and Drainage Ditch 107 to reduce the impact of future flooding.

The following outlines this request for qualifications.

Section 2. Scope of Work:

Should these grant funds be secured from the GLO, the County will seek to contract with a qualified and competent Engineering Firm to conduct the following engineering services.

- **Drainage Ditch 110-B** (Behind 2750 S Eighth Street, Beaumont)
  Approximate Latitude/Longitude: 30.0586, -94.1236
  Proposed HUD Performance Measures: 500 LF

Selected Engineering Firm will provide engineering services for the installation of larger box culverts and realigning the concrete slope paving on Ditch No. 110-B will promote sustainable long-term recovery by putting in place additional access for future maintenance and provide better flow conveyance for future flood flows.

The cost of installing precast concrete boxes in Ditch No. 110-B is the best alternative given the narrow right-of-way between homes and businesses. The improved flow conveyance will provide cost savings due to decreased flood damages in the area.

The Ditch No. 110-B project uses adaptable technology by utilizing precast box culverts, which fit in the narrow right-of-way, and yet still convey the flood flows. Due to the structural stability of the culverts, the project is reliable with regards to long-term life and supporting adjacent structures.

- **Drainage Ditch 107** (From W Cardinal Drive to Sarah Street)
  Approximate Latitude/Longitude: 30.043930, -94.129439
  Proposed HUD Performance Measures: 1,250 LF

Selected Engineering Firm will provide engineering services for the enlargement of and addition of concrete lining for Ditch No. 107 to promote long-term recovery by putting in place a ditch that will meet future needs, as well as a ditch that will maintain its size and shape during future rain events. The new ditch will be easily maintainable and can be cleaned out using standard skid-steer equipment without access issues.

The concrete lining and enlarging of Ditch No. 107 were chosen to provide a cost benefit because of the greatly decreased maintenance costs and the cost savings that will be realized through reduced flood damages.

The use of cast-in-place concrete for the lining of Ditch No. 107 is an adaptable and reliable technology, because the concrete can conform to the shape needed for the ditch and the extremely long-life span of Portland cement concrete.

The successful respondent is expected to provide all engineering services necessary for project completion including but not limited, to the following;

- Environmental assessments, as necessary
- Compiling information and permit documents for Corps of Engineers, State, and Local entities
- Providing topographic surveys including bathymetric surveys, as necessary
- Engineering studies regarding wave and scour analyses for the ramp and jetty designs, as necessary
- Development of the construction project Scope of Work
- Development of design plans and specifications
- Development of the draft and final Construction Budgets
- Preparation of the bid package
- Development of materials for and attendance of Pre-bid and Pre-construction meetings
- Performance of geotechnical report, as necessary for design;
- Coordination of Engineer's subconsultants including, but not limited to: Engineering and environmental professionals, geotechnical professionals, surveyors etc.
- Providing construction management as necessary, including but limited to, not notice of award/notice to proceed, monthly pay requests, serving as the point of contact with the contractor, development of project close out documents;
- Maintaining correspondence and communications with the County during design, bidding and construction activities
- Attend County Commissioner's Court meetings, as necessary
- Other special services as determined

As these projects are to be grant funded, the County maintains the right to contract engineering services (under this RFQ) <u>as needed</u> as the scope of services/projects funded are subject to change depending upon grant funds received.

<u>Engineering Firm providing these services must</u>:

Be led by a principal or partner of an established professional firm or organization;

Have demonstrated ability to work successfully with government entities including:

1. No previous record of default on a government contract;
2. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
3. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
4. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFQ.

Section 3. Statement of Qualifications Requirements

Qualifications Statement Format Requirements:

- Responses must be prepared in such a way as to provide a straight-forward, concise description of capabilities to satisfy the requirements of the RFQ. Expensive bindings and promotional materials are not necessary or desired. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- All responses shall be submitted with an original and (5) five copies
- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page. *Note: The inclusion of these specifications (127 pages) in their entirety, completed FORM 1295, SAM Registration, and Certificate of Insurance documents are not to be included in response page count.* **Qualifications Statement Information Requirements**:

Jefferson County is seeking to contract with a competent and professional engineering firm, registered to practice in the State of Texas and in good standing (per the Texas Engineering Practice Act), that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Federally-funded construction projects; and
- Projects located in this general region of the state

Offerors should also address the following topics within their response:

- Name of the firm wishing to contract with the County.
- Firm's local address.
- Firm's corporate or main office address.
- Number of years the firm has been in business.
- Firm's organization chart
- Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- Description of the reasons why the firm would be uniquely qualified to provide Professional Engineering Services to Jefferson County.
- Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Engineering Services;
- Brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Engineering Services as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract; and capability of meeting deadlines.
- Proof of proper and valid licensing to conduct business in Jefferson County and the State of Texas

- Proof of Current Applicable Department of Professional Regulation License(s)
- Proof of Other Current Applicable Certification(s)
- Copy of your current certificate of insurance for professional liability.
  Note: Upon award, firm must provide a certificate of insurance that meets/exceeds insurance requirements as written on Pages 7-8 (Sections 7 & 8) of these specifications.
- List of past local government clients, as well as resumes of all engineers/staff persons that will or may be assigned to this project if you receive the engineering contract award.
- Description of work performance and experience with Engineering Services for CDBG Disaster Recovery or similar grant-funded projects (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;
- Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Engineering Services contract, identifying current employees and proposed hires; and
- Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.
- **Three (3) COMPLETED & SIGNED Vendor Reference Statements (forms included in these specifications, see Pages 17-19). These statements must be completed and signed by the Reference.**

Additional Information:

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

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Commissioners' Court will appoint a Selection Committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 5. Selection Committee

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the selection committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two other members for the committee. Typically, the committee will consist of at least one elected official, one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed five persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required.

Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 6. Laws and Regulations

The selected Engineering Firm(s)/Individual(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below.

Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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 8 Below)

Section 8. Workers' Compensation Insurance

8.1 Definitions:

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

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

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

unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 7 above.

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

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

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

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

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

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

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

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

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

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

8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of

coverage ends during the duration of the project.

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

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

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

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

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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

Section 9. Confidential/Proprietary Information

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

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

Section 10. Terms and Conditions

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

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

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: https://www.sam.gov

6. 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 any qualified vendor is eligible for the contract

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

- 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

7. Minority-Women Business Enterprise Participation

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

Section 11. Tentative Schedule of Events

May 18, 2021	Issuance of Request for Statements of Qualification
June 16, 2021	Deadline Submission (late responses will not be considered)
Week of June 21st	Responses distributed to Evaluation Committee
Week of June 28th	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of July 13th	Recommendation for Award/Contract Execution

Completion Time:
Engineering Services for both ditches (Ditch 110-B & Ditch 107) to be completed within **(60) sixty days** of the County's issuance of a Notice to Proceed.

Please note: The above schedule of events is tentative in nature (excluding completion time). Dates listed are subject to change.

Section 12. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

a.	**Experience**	**Maximum Points = 40**
b.	**Work Performance/References**	**Maximum Points = 40**
c.	**Capacity to Perform**	**Maximum Points = 20**

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

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

Section 12. Submission Requirements

Respondents are responsible for submitting:

One (1) original and (5) five response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

Responses shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CT, Wednesday, June 16, 2021

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

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

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

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

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

There will NOT be a Pre-Submittal Conference for this RFQ.

Deadline for Questions: In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications.

Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us.

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

The deadline for asking questions in writing or requesting additional information (in writing) is: 5:00 pm, Friday, June 11, 2021.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. At times, these precautions may slow entry into the courthouse. Bidders are strongly urged to plan accordingly.

County Holidays – 2021:

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

Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

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

Professional Engineering Services Rating Sheet for (RFQ 21-014/JW)

Grant Recipient Jefferson County, Texas
CDBG Contract No._____
Name of Respondent _____
Date of Rating _____
Evaluator's Name _____
Evaluator's Signature:_____

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

Experience

	Factors	Maximum Points	SCORE
1.	Related Experience / Background with federally funded projects	5	_____
2.	Related Experience / Background with specific project type (Federally-Funded Drainage Projects)	5	_____
3.	Related experience/background with specific services (Professional Engineering Services for Drainage Projects)	20	_____
4.	References from current/past clients	10	_____
	Subtotal, Experience	**40 possible points**	_____ **TOTAL**

Work Performance

	Factors	Maximum Points	SCORE
1.	Past client projects completed on schedule	20	_____
2.	Work product is consistently of high quality with low level of errors	20	_____
	Subtotal, Performance	**40 possible points**	_____ **TOTAL**

Capacity to Perform

	Factors	Maximum Points	SCORE
1.	Qualifications/Experience of Staff	5	_____
2.	Present and Projected Workloads	5	_____
3.	Quality of Response	5	_____
4.	Demonstrated understanding of scope of the project	5	_____
	Subtotal, Capacity to Perform	**20 possible points**	_____ **TOTAL**

SAMPLE

Professional Engineering Services Rating Sheet (CONTINUED)

EVALUATOR: _____

TOTAL SCORE

Factors	Maximum Points	SCORE
☐ Experience	40	_____
☐ Work Performance	40	_____
☐ Capacity to Perform	20	_____
	100 MAXIMUM POINTS	_____

Total Score_____

SAMPLE

Respondent Information Form

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

RFQ Number & Name:

Request for Statements of Qualification (RFQ 21-014/JW)

Professional Engineering Services for Drainage Improvements: Ditch 110-B and Ditch 107 (Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County

Respondent's Company/Business Name: Whiteley Oliver Engineering

Respondent's TAX ID Number: 85-1273779

Contact Person: Jeff D. Leavins **Title:** President

Phone Number (with area code): 409-892-0421

Alternate Phone Number if available (with area code): 409-673-6134

Fax Number (with area code): 409-892-1346

Email Address: jeff.leavins@whiteleyoliver.com

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

3250 Eastex Freeway
Address

Beaumont, TX, 77703
City, State, Zip Code

Respondent Shall Return Completed Form with Offer.

3 PAST EXPERIENCE

A. CLIENT REFERENCES

Whiteley Oliver Engineering, LLC, (WOE) enjoys a positive professional reputation developed through hard work and dedication to client satisfaction. We feel this is the best testament to the timely and accurate completion of work. The best reference to past performance can be obtained from past and present clients. After you have contacted and confirmed our reputation with these governmental entities, we feel that you will find that our work is consistently timely, accurate and complete. Feel free to contact the sampling of governmental entities listed below:

1. Hardin County
   Judge Wayne McDaniel
   County Judge
   (409) 246-5120

2. Jefferson County WCID No. 10
   Mr. Tommy McDonald
   General Manager
   (409) 722-6922

3. City of Silsbee
   Mr. Jose' Pastrana, P.E.
   Director of Public Works
   (409) 385-2863

4. Lumberton Municipal Utility District
   Mr. Robb Starr
   General Manager
   (409) 755-1559

5. City of Nome
   Honorable Kerry Abney
   Mayor
   (409) 284-9879 Cell

6. City of Sour Lake
   Mr. Jack Provost
   City Manager
   (409) 287-3573

7. Mauriceville Municipal Utility District
   Mr. Brad Haeggquist
   General Manager
   (409) 745-4882

8. City of Port Neches
   Mr. Taylor Shelton, P.E.
   Director of Public Works
   (409) 719-4204

9. City of Beaumont
   Ms. Molly Villareal, P.E.
   City Engineer
   409-785-3016

10. City of Lumberton
    Mr. Steve Clark
    City Manager
    409-755-3700

11. City of Liberty
    Mr. Damon Jones
    Director of Public Works
    936-336-2910

12. Lamar University
    Dana Espinal, MBA
    Director, Project Management
    Planning & Construction
    409-880-755

CONTRACT

PROFESSIONAL ENGINEERING SERVICES

PART I

AGREEMENT

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

WITNESSETH THAT:

WHEREAS, the County of Jefferson, Texas desires to implement/complete the following:

Engineering Services for Drainage Improvements (Ditch 110-B and Ditch 107) for under the general direction of the Texas General Land Office. Whereas the County desires to engage_____ to render certain Engineering Services in connection with this Community Development Block Grant – Disaster Recovery Program , Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

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

2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Contract, The 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.

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

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

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

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the GLO contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

   a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

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

The executed agreement documents shall consist of the following components:

a. This Agreement (pgs. 1-3)
b. Addenda
c. Request for Statement of Qualifications (RFQ) in its entirety
e. Signed Copy of RFQ
f. General Conditions
g. Special Conditions
h. [Add any applicable documents]

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

BY: _____
(Local County Official)

_____
(Printed Name)

_____
(Title)

BY: _____
(Contractor's Authorized Representative)

_____
(Printed Name)

_____
(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Awarded firms shall be responsible for the performance of all required Engineering Services as described within the bid specifications, addenda, and appendices for this project. All submitted responses shall be for principal firms and may include subcontractors.

A description of services that may be utilized under this RFQ includes <u>but is not limited to:</u>

Conduct engineering services to reconstruct and increase the capacity of Drainage Ditch 110-B and Drainage Ditch 107.

- Drainage Ditch 110-B (Behind 2750 S Eighth Street, Beaumont)
  Approximate Latitude/Longitude: 30.0586, -94.1236
  Proposed HUD Performance Measures: 500 LF

- Drainage Ditch 107 (From W Cardinal Drive to Sarah Street)
  Approximate Latitude/Longitude: 30.043930, -94.129439
  Proposed HUD Performance Measures: 1,250 LF

The successful respondent is expected to provide all engineering services necessary for project completion including but not limited, to the following;

- Environmental assessments, as necessary
- Compiling information and permit documents for Corps of Engineers, State, and Local entities
- Providing topographic surveys including bathymetric surveys, as necessary
- Engineering studies regarding wave and scour analyses for the ramp and jetty designs, as necessary
- Development of the construction project Scope of Work
- Development of design plans and specifications
- Development of the draft and final Construction Budgets
- Preparation of the bid package
- Development of materials for and attendance of Pre-bid and Pre-construction meetings
- Performance of geotechnical report, as necessary for design;
- Coordination of Engineer's subconsultants including, but not limited to: Engineering and environmental professionals, geotechnical professionals, surveyors etc.
- Providing construction management as necessary, including but limited to, not notice of award/notice to proceed, monthly pay requests, serving as the point of contact with the contractor, development of project close out documents;
- Maintaining correspondence and communications with the County during design, bidding and construction activities
- Attend County Commissioner's Court meetings, as necessary
- Other special services as determined

<u>Additional Services (as directed by the County):</u>

Court appearances

Any other task necessary to complete the objectives of the CDBG-DR/GLO Program.

PART III
PAYMENT SCHEDULE

County shall reimburse (Contractor) for Engineering Services provided and as described within this contract document and bid specifications, as follows:

T.B.D.

SAMPLE

PART IV
TERMS AND CONDITIONS

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

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

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

   [Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

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

4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Texas General Land Office Community Development Block Grant-Disaster Relief 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.

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

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

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

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

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

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

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

9. **Conflicts of Interest.**

   a. **Governing Body.** No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the GLO award between GLO and the County shall have any personal financial interest, direct or

indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

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

c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the Engineering Services award between _____ and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the GLO award between GLO 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.

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

Federal Civil Rights Compliance.

11. **Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).**

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

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

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

c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees

or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

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

13. **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.

14. **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.

15. **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:]

16. **Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.**

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

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

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

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

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

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

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SAMPLE

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

RESPONDENT INSTRUCTIONS:

INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT REGISTRATION BEHIND THIS PAGE.

(For additional information, please see Section 11, Item 5, Page 10.)

SAM Status as of:
10/13/2021 - J. Whist

SAM.GOV®

WHITELEY OLIVER, LLC

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
117560377	**XK31BAQNCPB7**	**8MQE7**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Jan 14, 2022**	**Active**
Physical Address	Mailing Address	
3250 Eastex Fwy **Beaumont, Texas 77703-2649** **United States**	**3250 Eastex Fwy** **Beaumont, Texas 77703-2649** **United States**	

Business Information

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

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 14, 2021	**Jan 14, 2021**	**Jun 18, 2020**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 26, 2020	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

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

Yes

Entity Type

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business

Entrance Date: **Currently Not Available**

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

Points of Contact

Electronic Business

Jason Whiteley, Mr

3250 Eatex Freeway
Beaumont, Texas 77703
United States

Government Business

Jason Whiteley, Mr

3250 Eastex Freeway
Beaumont, Texas 77703
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541370**	**Surveying And Mapping (Except Geophysical) Services**
	237990	**Other Heavy And Civil Engineering Construction**
	541330	**Engineering Services**
	541360	**Geophysical Surveying And Mapping Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

CERTIFICATE OF INSURANCE

RESPONDENT INSTRUCTIONS:

INSERT COPY OF CERTIFICATE OF INSURANCE HERE.

UPON AWARD, THE AWARDED RESPONDENT WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE THAT NAMES JEFFERSON COUNTY AS AN "ADDITIONAL INSURED."

(For additional information, please see Sections 7 & 8, Page 7)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2021

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe, Suite 1500 Houston, TX 77056 USA	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	
INSURED Whiteley Oliver, LLC 3250 Eastex Freeway Beaumont, TX 77703 USA	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Env CPL/Prof	N	N	591892451	08/21/2020	08/21/2021	Prof - For each Act	$ 3,000,000
							Prof - Aggregate	$ 3,000,000

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

CERTIFICATE HOLDER

Whitely Oliver, LLC
3250 Eastex Freeway
Beaumont, TX 77703

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-814941

Date Filed:
10/20/2021

Date Acknowledged:
10/20/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Whiteley Oliver Engineering LLC
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
GLO #20-065-121-C408
Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rowe, Tom	Beaumont, TX United States	X	
Whiteley , Jason	Beaumont, TX United States	X	
Leavins, Jeff	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jeff D. Leavins, and my date of birth is 11/05/1978.

My address is 3250 Eastex Freeway (street), Beaumont (city), TX (state), 77703 (zip code), U.S. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 20th day of October (month), 20 21 (year).

Jeff D. Leavins

Signature of authorized agent of contracting business entity
(Declarant)

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 Request for Statements of Qualification (RFQ) and any written exceptions in the offer. We understand that the items in this RFQ 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:

WHITELEY OLIVER ENGINEERING, LLC
Company Name

For clarification of this offer, contact:

3250 EASTEX FREEWAY
Address

JEFF D. LEAVINS
Name

BEAUMONT TX 77703
City State Zip

409-892-0421 409-892-1346
Phone Fax

Jeff D. L
Signature of Person Authorized to Sign

JEFF.LEAVINS@WHITELEYOLIVER.COM
E-mail

JEFF D. LEAVINS
Printed Name

PRESIDENT
Title

Respondent: Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

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. (21-014/JW) Professional Engineering Services for Drainage Improvements: Ditch 110-B and Ditch 107 (Community Development Block – Disaster Recovery) Program Project for Jefferson County.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

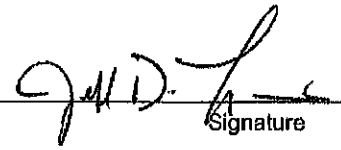
Theresa Goodness,
Interim County Clerk

Respondent: Return Completed Form with Offer.

Signature Page

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

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Statement of Qualifications in collusion with any other Respondent, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Statement of Qualifications. And further, that neither the Respondent 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 submit a Statement of Qualifications or not submit a Statement of Qualifications thereon.

Whiteley Oliver Engineering	
Firm (Entity Name)	Signature
3250 Eastex Freeway	Jeff D. Leavins
Street & Mailing Address	Print Name
Beaumont, TX, 77703	6-15-2021
City, State & Zip	Date Signed
409-892-0421	409-892-1346
Telephone Number	Fax Number
jeff.leavins@whiteleyoliver.com	
E-mail Address	

Respondent: Return Completed Form with Offer.

House Bill 89 Verification

I, Jeff D. Leavins, the undersigned representative of (company or business name) Whiteley Oliver Engineering (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

6-15-2021
Date

On this 11th day of June, 2021, personally appeared Jeff Leavins, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

JANET L. TURNER NOTARY PUBLIC STATE OF TEXAS ID 132380396 EXP. 02-24-2024

Janet L. Turner
Notary Signature

06/16/2021
Date

Respondent: Return Completed 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.

Whiteley Oliver Engineering
Company Name

RFQ 21-014/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

October 13, 2021
Date

Respondent: Return Completed Form with Offer.

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

A1001

Equal Opportunity Guidelines for Construction Contractors

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.

JEFFERSON COUNTY
SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

CONTRACTOR INFORMATION					
Business Name		Prime ☐	Sub ☐	**Certified Section 3 Business Concern**	☐ Yes ☐ No
Business Address				**Business Email**	
Project Title / Project #				**Contract Amount**	$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both Contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of $100,000 create the need for new employment, subcontracting, or training opportunities. **If a prime Contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of $100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance.** If contract will not exceed $100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

- **Section 3 Hiring**

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that Contractors and subcontractors commit to employ Section 3 Residents[1] as 30% of the aggregate number of full-time new hires.

- **Section 3 Subcontracting**

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require Contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns[2] as follows:

  - Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
  - Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR *DOES NOT* ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO *PART VIII: STATEMENT OF COMPLIANCE* ON THE FINAL PAGE

[1] A "Section 3 resident" is a public housing resident or individual who resides in Jefferson County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

[2] A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

IF CONTRACTOR OR SUBCONTRACTOR *DOES* ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of $100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, Contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by Jefferson County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Jefferson County of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, Contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Job Titles	**Total # of Employees Needed for each Job Title**	**Total # of Employees Currently Employed at each Job Title**	**Total # of New Hires Needed for each Job Title**	**Total # of New Hires Expected to be Section 3 Residents**
List all Job Titles that are needed to complete the entire scope of work under the contract.	*List how many employees are needed for the contract under each Job Title.*	*List how many employees are currently employed under each Job Title who are anticipated to work on the contract.*	*List how many of these positions are currently open and will need to be filled under the contract.*	*List the number of Section 3 hires you will commit to for each position.*
Example: Laborer	*8*	*5*	*3*	*1*

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of $100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the Contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each Contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, Contractor's submission may be deemed non- compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	**Work to be performed (Building trade or Other)**	**Section 3 Business?**	**Contract Amount**	**% of Total Contract**
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		A. Yes ☐ No		
		1. Yes ☐ No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	**$**
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	**%**

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the "typical" procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

☐ **Efforts "To the Greatest Extent Feasible"**

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the Contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and Contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying Jefferson County, may be found in default of their contract and subject to penalties.

☐ **Changes**

If Contractors' or subcontractors' hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the Jefferson County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Jefferson County via an amended Section 3 Utilization Plan, when applicable.

☐ **Documentation & Reports**

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to Jefferson County, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the Jefferson County prescribed processes, reporting methods, and form(s). Reports may require information on Contractor's actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by Jefferson County.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event Contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, Contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior Jefferson County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to Jefferson County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Jefferson County.

Other Economic Opportunities are subject to verification and approval by Jefferson County. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by Contractors or subcontractors to comply with the requirements of Section 3 and Jefferson County's Section 3 Policy. Once the Section 3 requirement has been triggered, Contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Jefferson County, or must demonstrate why compliance is infeasible.

Jefferson County may, at its discretion, execute the following remedies for noncompliance:

☐ Based on the first observation or report of noncompliance with Section 3, the Contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.

☐ The Contractor or subcontractor shall have up to 30 days, at the County's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Jefferson County, on why it is unable to comply.

☐ Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Jefferson County may elect to terminate the contract.

☐ Continuing failure or refusal by the Contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

☐ Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Jefferson County Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party Contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Jefferson County and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County.

_____ _____

Business Name Name of Authorized Officer

_____ _____

Signature Date

_____

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS

_____DAY OF_____20___BEFORE ME APPEARED _____

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC:_____{SEAL}

COMMISSION EXPIRES: _____

INTERNAL JEFFERSON COUNTY APPROVAL: _____

Compliance Monitor Signature **Date**

JEFFERSON COUNTY
SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Business Name:	**Business Principal Name:**	
Address:	**City:**	**Zip Code:**
Email:	**Phone #:**	
Type of Business Entity: ☐ Corporation ☐ Partnership	☐ Sole Proprietorship	1. Joint Venture

Section 3 Business Criteria: A business is eligible for Section 3 Business status if it meets any one of the following criteria.

Check all that apply:

1. My business is 51 percent or more owned by a Section 3 resident or residents;

2. Thirty percent or more of my permanent, full-time employees are Section 3 residents; or within three years of the date of first employment with the business concern were Section 3 residents; or

3. I can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are 51 percent or more owned by public housing residents or (b) that has 30 percent or more of their permanent, full-time employees as public housing residents.

Appropriate documentation must be attached as evidence of Section 3 eligibility (As defined by 24 CFR 135.5)

Business Concerns claiming status as a Section 3 Resident-owned enterprise must submit the following:

☐ Section 3 Resident Self-Certification Form verifying Section 3 Resident status of owner(s)

Additional evidence and supporting documentation may be required, including but not limited to proof of Public Housing Assistance (PHA) lease, evidence of participation in other public program(s), Housing Assistance Payment Contract (HAP) Award or benefit notification letter, proof of other public assistance, etc.)

Business Concerns claiming Section 3 status by claiming at least 30 percent of their workforce are Section 3 Residents must submit all of the following documents:

☐ List of all current full-time employees ☐ List of all current employees certified as Section 3 Residents

☐ Evidence of employee Section 3 resident status (including Section 3 Resident Self-Certification forms)

☐ Evidence of employee Section 3 Resident status less than 3 years from date of employment

Business Concerns claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s) must submit all of the following documents:

☐ List of subcontracted Section 3 Business Concern(s), contact information, and subcontract dollar amounts

☐ Evidence of subcontractors Section 3 Business Concern status (including Section 3 Business Self-Certification forms)

I understand that the information above may require verification and I agree to provide additional documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County, which may be grounds for termination of contracts that resulted from this certification.

Print Name _____ Signature _____ Date _____

For County Use Only

Contract / Project: _____ **Department:** _____ **Date:** _____

Pursuant to 24 CFR 135.36(e), a Section 3 business concern seeking a contract shall submit to Jefferson County, its Contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all Contractors subject to the procurement standards of 2 CFR 200.318(h) **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

GLO COMPLIANCE PACKAGE
GLO INFORMATION SECURITY APPENDIX

A. Definitions

"Breach of Security" or "Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

"Sensitive Personal Information" or "SPI" means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

B. Security and Privacy Compliance

a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.

b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

d. Jefferson County shall legally bind any Contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor's subcontractor(s).

e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Contract.

f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and Contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Jefferson County. Contractor agrees to maintain and, upon request, provide documentation of training completion.

g. Any PII or SPI maintained or stored by Contractor or any Contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

C. Data Ownership

a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Jefferson County or the GLO.

b. Upon termination of the Contract, Contractor shall promptly return to Jefferson County and/or the GLO all Jefferson County-owned or GLO-owned data possessed by Contractor and its employees, agents, or Contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Jefferson County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Jefferson County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Jefferson County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Jefferson County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Jefferson County or the GLO may direct Contractor to destroy any Jefferson County-owned or GLO-owned data in Contractor's possession. Any such destruction shall

be verified by Contractor and Jefferson County and/or the GLO.

D. Data Mining

a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Jefferson County in the Contract or any document related thereto.

b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

E. Breach of Security

a. Contractor agrees to provide Jefferson County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.

b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Jefferson County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Jefferson County with root cause analysis including a log detailing the data affected.

c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.

d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

F. Right to Audit

a. Upon the Jefferson County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Jefferson County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's Contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Jefferson County or GLO- conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Jefferson County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the Jefferson County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.

b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Jefferson County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

GLO COMPLIANCE PACKAGE
GLO CONTRACTOR PROPOSAL CERTIFICATION

GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	**Contract Number:** 20-065-121-C408
Contractor Name: WHITELEY OLIVER ENGINEERING, LLC	
Contractor Address: 3250 EASTEX FWY., BEAUMONT, TX 77703 **Phone:** 409-892-0421	

☑ I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.

☑ I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:

- International Residential Code (IRC) – new construction and reconstruction;
- Housing Quality Standards (HQS) – for rehabilitated properties;
- All local building codes, standards, and specifications; and
- All standards and requirements defined by the Texas General Land Office (GLO), Jefferson County, the Jefferson County Engineering Department, and the Jefferson County Community Services Department (CSD).

☑ I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.

☑ I understand that I must provide a 1-2-10 warranty on all work performed, specifically:

- 1 year warranty on the entire home;
- 2 year warranty on mechanical, electrical and plumbing components; and
- 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.

☑ I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

Signature of Contractor

10/20/2021
Date

GLO COMPLIANCE PACKAGE
GLO CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development

INSTRUCTIONS

CERTIFICATION OF OFFEROR 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 OFFEROR (include ZIP Code)

Whiteley Oliver Engineering, LLC
3250 Eastex Freeway
Beaumont, TX 77703

CERTIFICATION BY OFFEROR

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

☑ Yes ☐ No

The undersigned hereby certifies that:

☑ The Section 3 Clause is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFQ proceedings (if contract equals or exceeds $100,000).

☑ The Non-Segregated Facilities clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☑ The Equal Employment Opportunity clause is included in the Solicitation (if contract equals or exceeds $10,000).

☑ The Equal Employment Opportunity for Workers With Disabilities clause is included in the Solicitation.

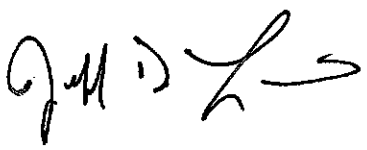
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes ☑ No

NAME AND TITLE OF SIGNER (Please type)

Jeff D. Leavins, P.E. / President

SIGNATURE DATE



10/20/2021

THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:
☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: • That is 51% or more owned by Section 3 Resident(s); or • Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or • That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)
☐ By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.
☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority.
☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc.
☐ Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
☐ By developing and using a list of eligible Section 3 Business Concerns.
☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.
EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS
☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
☐ By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled.
☐ By arraigning interviews and conducting interviews on the job site.
☐ By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
1. By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name:_____ **Date:**_____

Authorized Representative Name:_____ **Signature:**_____

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.**

N/A

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 is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

10/20/2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

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 paragraph 1 and 2 of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Whiteley Oliver Engineering, 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. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jeff D. Leavins, P.E. / President

Printed Name and Title of Contractor's Authorized Official

6-15-2021

Date

Respondent: Return Completed 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 Qualifications (RFQ) 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., "RFQ-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 Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
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)**	

<u>Respondent</u>: Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

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.

6. 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 wherever 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.

(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.

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)

Whiteley Oliver Engineering, LLC
3250 Eastex Freeway
Beaumont, TX 77703

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)

Jeff D. Leavins, P.E. / President

SIGNATURE 10/20/2021 DATE

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
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____ _____ 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:

   (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)

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

NAME	TITLE	ADDRESS

   (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

(Contractor)

Date _____

By _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Jefferson)

Jeff D. Leavins, being first duly sworn, deposes and says that:

(1) He/She is President of Whiteley Oliver Engineering, 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 Jefferson County (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) Jeff D. Leavins

PRESIDENT
Title

Subscribed and sworn to me this 20th day of October.

By: Janet L. Turner
Notary Public

My commission expires 02/24/2024

Respondent: Return Completed Form with Offer.

JANET L. TURNER NOTARY PUBLIC STATE OF TEXAS ID 13238039-6 EXP. 02-24-2024

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: _____ Contract #: _____
Project Name: _____

Firm _____ Date: _____

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed _____ 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: _____ Insert name, address, phone number & email address of person appointed as payroll officer

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Email Address: _____

_____
Identifying Signature of Appointee

_____ Title: _____
Signature of Appointing Officer:

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)

(Expires 11/30/2018)

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:

a. 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 8:**

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_10@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

§ 135.38 Section 3 clause.

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

A. The work 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 of 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 persons(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 subcontracts 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 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 24CFR 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 35.

F. Noncompliance with HUD's regulation 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 (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).

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?

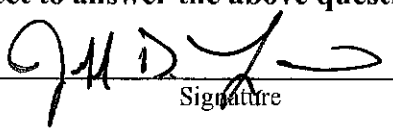
☐ Yes ☑ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ 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.** All survey and engineering will be performed by Whiteley Oliver Engineering, LLC.

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.

Jeff D. Leavins, P.E.	
Printed Name of Authorized Representative	Signature
President	10/20/2021
Title	Date

NOTE: All survey and engineering will be performed by Whiteley Oliver Engineering, LLC.

Respondent: Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Whiteley Oliver Engineering, LLC. HUB: p Yes p No

Address: 3250 Eastex Freeway (Street) Beaumont (City) TX (State) 77703 (Zip)

Phone (with area code): 409-892-0421 Fax (with area code): 409-892-1346

Project Title & No.: Jefferson County CDBG-DR Drainage Improvements (Ditch 110-B & 107) - GLO Contract #20-065-121-C408

Prime Contract Amount: $ 186,000

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

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

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

Description of Subcontract Work to be Performed: _____

Jeff D. Leavins	Jeff D. Leavins	10/20/2021
Printed Name of Contractor Representative	Signature of Representative	Date
N/A		
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.

Respondent: Return Completed 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: Whiteley Oliver Engineering, LLC HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): _____

Address: 3250 Eastex Freeway (Street) Beaumont (City) TX (State) 77703 (Zip)

Phone (with area code): 409-892-0421 Fax (with area code): 409-892-1346

Project Title & No.: Jefferson County CDBG-DR Drainage Improvements (Ditch 110-B & 107) - GLO Contract #20-065-121-C408 IFB/RFP/RFQ No.: RFQ # 21-014/JW

Total Contract: $ 186,000 Total HUB Subcontract(s): $ 0

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) (City) (State) (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Respondent: Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Respondent: Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Respondent: Return Completed 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: _____

Respondent: Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☑ I certify that Whiteley Oliver Engineering, 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.):	85-1273779
Company Name submitting bid/proposal:	Whiteley Oliver Engineering, LLC
Mailing address:	3250 Eastex Freeway, Beaumont, TX 77703
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
35175	3250 Eastex Freeway, Beaumont, TX 77703

* 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.

Respondent: Return Completed Form with Offer.

Required Federal Contract Provisions

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Jefferson County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Jefferson County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party Contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Jefferson County, all contracts made by Jefferson County under the Federal award shall contain provisions covering the following, as applicable.

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 federal 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 federal grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

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 federal 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 nondiscrimination clause.

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

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

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

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

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

(7) In the event of the Contractor's 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 subcontract 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. 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. COMPLIANCE WITH 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 Jefferson County or Texas General Land Office 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

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 or Texas General Land Office 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 Federal 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 nonprofit 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

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 Jefferson 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 and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Texas General Land Office, 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 assistance provided by the Texas General Land Office.

9. DEBARMENT AND SUSPENSION

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 (insert name of recipient/subrecipient/applicant). 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 Jefferson 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

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.

11. PROCUREMENT OF RECOVERED MATERIALS

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.

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

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

12. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide Jefferson County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the Harr Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or 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 Jefferson County or Texas General Land Office or its authorized 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, Jefferson 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.

13. 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.

14. U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

"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."

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

"This is an acknowledgement that Texas General Land Office 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, policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

"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."

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

"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."

18. CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability 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 community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity.
A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- **a.** Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- **b.** Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- **c.** Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- **d.** Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- **e.** Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- **f.** Deny an opportunity to participate in a program or activity as an employee.

19. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Jefferson County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

20. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). 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). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal

programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE);

U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Jefferson County reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Jefferson County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Jefferson County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

22. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

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

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.

1. 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.
2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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

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.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

23. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222- 36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

24. EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Jefferson County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment

because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v. Leaves of absence, sick leave, or any other leave.

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.

vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii. Activities sponsored by the contractor including social or recreational programs.

c. Any other term, condition, or privilege of employment. The Contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately-run job service or exchange will satisfy the contractor's listing obligation if the privately-run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor

from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location ofeach hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

f. As used in this clause:

i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;(b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively

engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

g. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

h. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

j. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

k. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

l. The contractor must, 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 their protected veteran status.

m. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

n. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

25. FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

26. FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

27. GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR/GLO grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star

for Multifamily High Rise and other applicable green building requirements.

28. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Jefferson County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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.

29. LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

30. NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- **a.** Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- **b.** Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- **c.** Assemble in coordination with any other organization in an attempt to fix the price of the work.
- **d.** Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

31. NON-SEGREGATED FACILITIES

"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

   Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at:
   www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

32. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

b. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

c. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate

in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

Contractors who wish to check the status of a firm may visit:
https://comptroller.texas.gov/purchasing/vendor/hub/

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation.

Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching: https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

33. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period.

The disclosure questionnaire must be filed with the Jefferson County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Proposal for services on a Jefferson County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint-venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Jefferson County.

34. PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Jefferson County shall require 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"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a

rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Jefferson County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Jefferson County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

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

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

36. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:

i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);

ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and

iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

37. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Jefferson County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

c. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

d. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

38. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of

Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

39. TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall 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. Jefferson County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Jefferson County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Jefferson County may have in law or equity. Administrative remedies for non- performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Jefferson County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Jefferson County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

40. VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "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 for ordinary business purposes.

41. VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to Jefferson

County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at https://jeffcotax.com/

set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Jefferson County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

42. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/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 GLO award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's GLO contract with GLO.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED. (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: (1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and (2) the vendor: (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; (B) has given to the local government officer or a family member of the officer one or more gifts that have an	Chapter 176 of the Local Government Code

	aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer. (a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest. (a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code. (b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).	
>$10,000	*(B) 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 effected and the basis for settlement.* ***Use the following language for contracts > $ 10,000:*** <u>Termination for Cause</u> If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it	2 CFR 200 APPENDIX II(B)

	incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. Termination for Convenience of the City/County City/County may at any time and for any reason terminate Contractor's services and work at City/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. [Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]	
>$50,000	*(A) Contracts for more than $50,000 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.* ***Use the following language for contracts > $50,000:*** Resolution of Program Non-compliance and Disallowed Costs In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or GLO program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* 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.	2 CFR 200 APPENDIX II (A)
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on GLO funding. In the event that grant funds are not awarded to the City / County by TDA through the GLO program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	*(Italics – Explanatory; not contract language)* *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60--1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."* *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:* **§60-1.4(b) Equal opportunity clause.** (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:* 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	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) 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. (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures	

	authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in 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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or 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. 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. (c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered 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	24 CFR §135.38

	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 (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).	

Construction Contracts

THRESHOLD	PROVISION	CITATION
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*HUD 4010 Federal labor standards provisions include:* 1. *Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);* 2. *Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and* 3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)* *See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.*	
>$2,000 (Satisfied with inclusion of HUD 4010)	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)

>$10,000	*(Italics – Explanatory; not contract language)* *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."* *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:* **§60-1.4(b) Equal opportunity clause.** (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:* 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	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) 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. (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and	

	remedies invoked as provided in 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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or 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. 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. (c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
≥$100,000	(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>$100,000	(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts	2 CFR 200 APPENDIX II (E)

(Satisfied with inclusion of HUD 4010)	awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered 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.	24 CFR §135.38

	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 (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).	
>$150,000	(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

Respondent's Certification

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

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

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

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

Whiteley Oliver Engineering LLC
NAME OF BUSINESS

BY:
SIGNATURE

Jeff D. Leavins, P.E. / President
NAME & TITLE, TYPED OR PRINTED

3250 Eastex Freeway
MAILING ADDRESS

Beaumont, TX, 77703
CITY, STATE, ZIP CODE

(409) 892-0421
TELEPHONE NUMBER

Sworn to and subscribed before me
this 10th day of
June, 2021

Janet L Turner
Notary Public

State of Texas

My Commission Expires: 02/24/2024

JANET L. TURNER NOTARY PUBLIC STATE OF TEXAS ID 132380356 EXP. 02-24-2024

Respondent: Return Completed Form with Offer.

EXHIBIT D

Statement of Qualifications

JEFFERSON COUNTY, TEXAS
GLO CDBG-DISASTER RECOVERY PROGRAM
DRAINAGE DITCH 110-B and 107

RFQ 21-014/JW

June 16, 2021

[redacted]

WHITELEY OLIVER ENGINEERING, LLC

[redacted]

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7) **Appendix (Certificate of Insurance / SAM Registration / County RFQ Docs)**

WHITELEY + OLIVER ENGINEERING, LLC
3250 EASTEX FREEWAY, BEAUMONT, TEXAS 77703
OFFICE: 409.892.0421 / TPBE FIRM REGISTRATION F-22257 / WWW.WHITELEYOLIVER.COM

June 15, 2021

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

RE: PROFESSIONAL ENGINEERING SERVICES FOR DRAINAGE IMPROVEMENTS
DRAINAGE DITCH 110-B and DRAINAGE DITCH 107
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROJECT

RFQ 21-014/JW

Please find enclosed one (1) original and five (5) copies of the Statement of **Whiteley Oliver Engineering's (WOE)** Qualifications for Engineering Services for Jefferson County's Community Development Block Grant (CDBG) – Disaster Recovery Project. We trust that you will find WOE is fully qualified to provide the necessary engineering services for the County's current CDBG-DR project. We have a wealth of experience in municipal/county engineering services including water/sanitary sewer infrastructure design, street design, drainage design, project management, and construction contract administration.

We stand ready and willing to put this knowledge, experience, and expertise to work for Jefferson County. We thank the County for the opportunity to submit these qualifications and hope to be selected to be your consulting engineer and team member.

If you have any questions, please do not hesitate to call.

WHITELEY OLIVER ENGINEERING, LLC
Texas Registered Engineering Firm F-22257

Jeff D. Leavins, P.E.
President

1 GENERAL INFO & QUALIFICATIONS

A. GENERAL INFORMATION

LEGAL NAME: Whiteley Oliver Engineering, LLC *(Texas Registered Engineering Firm F-22257)*

OFFICE LOCATION: 3250 Eastex Freeway, Beaumont, Texas 77703

CONTACT PERSON: Jeff D. Leavins, P.E., President // Principal-in-Charge

B. AVAILABILITY AND COMMITMENT

Whiteley Oliver Engineering, LLC (WOE) is ready to commit the personnel and resources to manage Jefferson County's CDBG-DR project needs. WOE has been involved with multiple county, municipal, and water district entities. Mr. Leavins will be the Principal-in-Charge and will maintain overall project management. Other WOE team members will have individual project management and design responsibility for various pieces of the projects. Mr. Leavins will be involved in all portions of the engineering assignments providing overall project management, coordination with the County's staff, attending Commissioner Court meetings, and ensuring that the original intent of the project scopes of work are being achieved.

Mr. Leavins has provided county, municipal, and water district services to the many governmental entities in Southeast Texas. Mr. Leavins has performed many TXCDBG engineering projects similar to the current needs of the Jefferson County *(contacts for these entities can be found on page 14)*:

- *City of Port Neches*
- *City of Sour Lake*
- *City of Silsbee*
- *City of Lumberton*
- *City of Nome*
- *Lumberton Municipal Utility District*
- *Hardin County Water Control & Improvements District #1*
- *Jefferson County Water Control & Improvement District #10*
- *Orangefield Water Supply Corporation*
- *Hardin County*

C. STATEMENT OF INTEREST

Whiteley Oliver Engineering, LLC is very interested in being the County's CDBG-DR engineering firm. Given past experiences with many governmental entities, we are highly qualified and have the technical expertise to provide the required engineering services for the County. Whiteley Oliver Engineering, LLC has performed Jefferson County's requested CDBG-DR scope of work for other governmental entities in the past and feel we have the engineering team to provide superior service.

2 PROPOSED STAFF

A. KEY PERSONNEL

Whiteley Oliver Engineering, LLC, (WOE) and Jeff D. Leavins, PE have accumulated considerable municipal experience for a variety of clients. WOE's team members have extensive knowledge of grant funding and Disaster Recovery Grant Programs. These entities have also traditionally relied on Community Development Block Grants (CDBG) for project funding, for whom we have developed countless funding applications over the years. In addition, since our area was hit hard by Hurricanes Rita, Ike, and Harvey, most of our clients were impacted by one or more of those hurricanes. We learned much after these catastrophic events about FEMA Public Assistance Funding, FEMA 406 Mitigation Funding, 404 HMGP Funding, GLO CDBG-Disaster Recovery Funding, Texas Water Development Board (TWDB) Disaster Recovery Funding, and GLO Disaster Recovery Mitigation Funding. We have worked through many disasters with our clients' Grant Administrators to develop applications for funding to restore our clients' infrastructure.

JEFF D. LEAVINS, PE

President // Principal-in-Charge

Mr. Leavins is President of the firm. He holds a B.S. in Civil Engineering from Lamar University and is a Registered Professional Engineer in the State of Texas. Mr. Leavins has over 18 years of civil engineering experience and will be active in all phases of the services provided to the County to ensure that the goals of the County and the task or project are achieved. The primary engineer will coordinate all work within the firm as well as monitor the anticipated project and construction budget as the project is being designed. Mr. Leavins' experience and clients include City of Port Neches, City of Lumberton, City of Sour Lake, City of Silsbee, City of Nome, Lumberton MUD, Mauriceville MUD, Jefferson County WCID#10, Hardin County, Hardin County WCID#1, and Orangefield WSC. Mr. Leavins has managed projects administered through the Texas Community Development Block Grant Program (TXCDBG), the Texas Water Development Board (TWDB), and private funding agencies as well as projects receiving funding through commercial bond sales. Mr. Leavins' experience includes water distribution systems, surface water treatment plants, water supply wells, sanitary sewer rehabilitation projects, new collection system construction, sanitary sewer lift stations, wastewater treatment plants, elevated and ground storage tanks, potable water wells, and water system distribution system studies.

ZACH ROWE

Vice President // Project Manager/Sr. Designer

Mr. Rowe has over 9 years of civil engineering design, land surveying, and construction management experience. Mr. Rowe's various civil engineering projects have included sanitary sewer collection system design / analysis, sanitary sewer lift station design, and water distribution design / analysis. Mr. Rowe's experience also includes concrete and HMAC pavement design, and drainage improvement design / analysis. He is fluent in various computer aided design programs including AutoCAD, Carlson, HEC-RAS, WinStorm and Bentley. His responsibilities include project management, coordination with field crews and utility companies, layout and design, cost estimates, preparation of maps, construction plans, and construction contract documents.

STEPHEN WEST

Project Manager / Sr. Designer

Mr. West has over 13 years of civil engineering and project management experience with a primary emphasis on land development and site design. Mr. West has experience in surveying and construction management. Mr. West has worked on various types of projects around Southeast Texas including large scale residential developments, TxDot right-of-way acquisitions, highway design and construction, drainage channel improvements and wastewater systems. Mr. West has worked in both the design and construction industries on numerous multi-million-dollar projects. He is fluent in various computer aided design programs including AutoCAD, Carlson, HEC-RAS, WinStorm and Bentley. His responsibilities include project management, coordination with field crews and utility companies, layout and design, cost estimates, preparation of maps, construction plans, and construction contract documents.

BRIAN STAFFORD

Graduate Engineer

Mr. Stafford holds a B.S. in Mechanical Engineering (2017) and a Master of Business Administration (MBA) from Lamar University (2019). Mr. Stafford has several years of civil engineering and project management experience with a primary emphasis on land development and site design. He has worked on various types of projects around the Dallas / El Paso /Phoenix areas, including large scale commercial and residential developments, drainage channel improvements and water / wastewater systems.

HOWARD JOHNSON

Resident Project Representative

Mr. Johnson has 42 years of experience in the construction industry. Mr. Johnson's experience has ranged from operating equipment to leading a successful heavy civil construction company. As an owner and construction manager he has performed a range of tasks at every level of the industry. He has experience with the construction of numerous sanitary sewer collection systems and water supply systems, as well as many major public highway and residential roadways. He also has an extensive background in storm drainage and detention facilities.

B. PROJECT MANAGER'S EXPERIENCE

Please see the following page for Jeff D. Leavins' resume.

C. PREVIOUS EXPERIENCE OF KEY PERSONNEL

The experience and qualifications of Whiteley Oliver Engineering, LLC (WOE) personnel is vital to providing quality engineering services. Effective management keeps the entire engineering process streamlined and efficient. The project team proposed for providing services to Jefferson County will include the WOE president, Jeff Leavins, P.E., as the Primary Engineer and other support staff as necessary depending upon the task(s) at hand.

WOE team member's experience includes a broad range of services that we have provided to our various clients. These include street projects, drainage projects, water and sanitary sewer systems, feasibility studies, documents for project funding, regulatory issues, and GIS mapping.

WOE possesses engineering, design, construction management and support personnel necessary for performing the scope of services required by Jefferson County. We are capable of meeting the County's objectives with an efficient, knowledgeable and responsible team. WOE understands what needs to be accomplished to carry out these projects to a successful conclusion. Our team's outstanding problem-solving expertise is what has made our past projects so successful. Our team is particularly adept in communicating with County Staff, Grant Administrators, and regulatory agencies and is proactive in obtaining the required approvals, if needed.

D. RESUMES OF ALL KEY PERSONNEL

Please see the following pages for the resumes of the rest of our team.

E. CURRENT WORKLOAD OF KEY PERSONNEL

WOE has reviewed its commitments on current projects and the commitments and workload of its current staff. The current workload of the staff members proposed for this project are successfully managed to complete the tasks assigned to them in their roles on the project team.

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

JEFF D. LEAVINS, PE

PRESIDENT // PRINCIPAL-IN-CHARGE

EDUCATION

BS, Civil Engineering, Lamar University

PROFESSIONAL LICENSE

Professional Engineer, Texas #111537
Professional Engineer, Louisiana #45555

PROFESSIONAL MEMBERSHIP

American Society of Civil Engineers (ASCE)
National Society of Professional Engineers Texas

SUMMARY OF QUALIFICATIONS

Mr. Leavins has over 18 years of experience and will be active in all phases of the services provided to ensure that the goals of the client and the task or project are achieved. He has managed projects administered through the County's yearly budgeted local fund for street and drainage projects, the Texas Community Development Program (CDBG), the Texas Water Development Board (TWDB), and private funding agencies as well as projects receiving funding through commercial bond sales. Mr. Leavins' experience includes street improvement projects, drainage improvements projects, sanitary sewer rehabilitation projects, new collection system construction, sanitary sewer lift stations, wastewater treatment plants, water treatment plants, water supply wells, water distribution system design, water system booster pump stations, elevated and ground storage tanks, potable water wells, and water system distribution system studies. He is fluent in various computer aided design programs including KYPipe, Auto CAD Civil 3D, Hydraulic Pipe Modeling, the Hydrologic Engineering Center River Analysis System (HEC-RAS) and Hydrologic Modeling System (HEC- HMS) software.

Many of these projects have been for small cities including the City of Sour Lake, the City of Silsbee, the City of Port Neches, City of Nome, Hardin County, Lumberton Municipal Utility District, Jefferson County WCID #10, and for other various water districts and municipal utility districts throughout southeast Texas.

PROJECT EXPERIENCE

City of Sour Lake, TX

- Perform subdivision reviews of residential and commercial developments
- Design and rehabilitation of six (6) sanitary sewer lift stations and new common sanitary sewer force main to WWTP.
- Design of drainage improvements to City's drainage outfall
- Multiple sanitary sewer collection system rehabilitation projects ***(CDBG Project)***
- Multiple HMAC road improvements projects
- Multiple water distribution system rehabilitation projects

City of Port Neches, TX

- Perform subdivision reviews of residential and commercial developments
- Design of multiple street improvement projects throughout the City
- Design of the Ridgemont sanitary sewer lift station and force main

- Design and rehabilitation of the existing Pine Street sanitary sewer lift station ***(CDBG Project)***
- Design and rehabilitation of the Little Abbyville area sanitary sewer collection system ***(CDBG Project)***
- Design and rehabilitation of the existing Post Office lift station ***(CDBG Project)***
- Design and rehabilitation of multiple sanitary sewer collection system projects
- Design and rehabilitation of multiple water distribution system projects
- Design of new concrete road panels on Merriman
- Design and rehabilitation of surface Water Treatment Plant
- Design of new concrete boardwalk by Neches River

Hardin County, TX
- Developed project scopes / estimates for HMAC street rehabilitation and drainage crossings ***(FEMA)***
- Developed project scopes / estimates for HMAC street rehabilitation ***(GLO CDBG-DR Post Harvey)***

City of Vidor, TX
- Design a new concrete crown-span for the existing Lindburg Street crossing over Schoolhouse Ditch

Lumberton Municipal Utility District
- Perform reviews and water/sewer capacity study reports on new residential / commercial developments
- Design of seven (7) new sanitary sewer lift stations
- Development of a water system master plan including the development of a computer hydraulic model (KY-Pipe) for the LMUD water system

City of Nome, TX
- Perform subdivision reviews of residential and commercial developments
- Water treatment facility discharge polishing pond including lift station and piping
- Surface Water Treatment Plant clarifier and six (6) filters and related piping *(GLO Hurricane Recovery)*
- Multiple sanitary sewer collection system rehabilitation projects ***(CDBG Project)***

Trinity Bay Conservation District
- Perform reviews and water/sewer capacity study reports on new residential / commercial developments
- Design of the Smith Point Wastewater Treatment facility including constructed wetlands
- Design of a low-pressure sanitary sewer master plan for Smith Point, Texas
- Design of a water distribution system and high service pump station facility including ground storage tank, disinfection system, and facility site layout
- Design of two new lift stations to service Texas Department of Transportation's new rest areas in Chambers County
- Design multiple sanitary sewer collection system rehabilitation projects ***(CDBG Project)***

Tyler County Water Supply Corporation
- Design of the rehabilitation of the existing Dam B High Service Pump Station including electrical controls and suction/discharge piping modifications

Hurricane Harvey Disaster Recovery – Coordinated with local municipalities and applied for disaster relieve funds from the Texas Water Development Board (TWDB) to rehabilitate facilities inundated during the Hurricane Harvey flooding event. Entities were granted $500,000 grants for each of their water and wastewater treatment facilities totaling a combined amount of $4 million in grant funds.

ZACH ROWE

VICE PRESIDENT – SR. DESIGNER / PROJECT MANAGER

EDUCATION

2011, BS, Construction Science, Texas A&M University

PROFESSIONAL MEMBERSHIP

American Institute of Constructors, Associate Constructor
National Society of Professional Surveyors, Certified Survey Technician Level 1

SUMMARY OF QUALIFICATIONS

Mr. Rowe has over 9 years experience in civil engineering design, land surveying, and construction management. Mr. Rowe's various civil engineering projects have included sanitary sewer collection system design / analysis, sanitary sewer lift station design, and water distribution design / analysis. Mr. Rowe's experience also includes concrete and HMAC pavement design, and drainage improvement design / analysis. He is fluent in various computer aided design programs including AutoCAD, Carlson, HEC-RAS, WinStorm, and a suite of Bentley OpenFlows software. His responsibilities include project management, coordination with field crews and utility companies, layout and design, cost estimates, preparation of maps, construction plans, and construction contract documents.

PROJECT EXPERIENCE

City of Lumberton

- Review of developer's engineering construction plans for Woosley Palms subdivision for City
- Review of developer's engineering construction plans for Copper Point subdivision for City
- Review of developer's engineering construction plans for The Woods subdivision for the City
- Reviewed numerous developer's engineering construction plans for heavy and light commercial site development plans for the City
- Designed and developed construction plans for new City of Lumberton City Park (road, parking, and drainage improvements)
- Designed and developed construction plans for street and drainage improvements on Taft Avenue
- Designed and developed construction plans for Adler ditch improvements
- Designed and developed construction plans for E. Candlestick Drive Turn Lane *(TXDOT)*
- Designed and developed construction plans for Forest Road Concrete Sidewalk Improvements *(TXDOT)*

City of Port Neches

- Designed and developed construction plans for SH 136 Turn Lane Improvements *(TXDOT)*

Project Management (Engineering)

- Coordinated with numerous local, State and Federal agencies, to ensure compliance with all permitting and regulatory requirements while meeting the needs of the client
- Scheduled and planned engineering activities for various projects including management of office personal and field crews.
- Designed and prepared civil site development plans, storm water studies, highway designs, residential developments, and contract documentation.

STEPHEN A. WEST

SR. DESIGNER / PROJECT MANAGER

EDUCATION

2007, AAS, Lamar Institute of Technology

SUMMARY OF QUALIFICATIONS

Mr. West has over 13 years of civil engineering and project management experience with a primary emphasis on land development and site design. He also has experience in surveying and construction management. Mr. West has worked on various types of projects around Southeast Texas including large scale residential developments, TxDot right-of-way acquisitions, highway design and construction, drainage channel improvements and wastewater systems. Mr. West has worked in both the design and construction industries on numerous multi-million-dollar projects. He is fluent in various computer aided design programs including AutoCAD, Carlson, HEC-RAS, WinStorm and Hydraflow. His responsibilities include project management, coordination with field crews and utility companies, layout and design, cost estimates, preparation of maps, construction plans, and construction contract documents.

PROJECT EXPERIENCE

City of Silsbee

- Designed roadway improvements construction plans and contract documents for annual road project

City of Nome

- Designed roadway improvements plans and contract documents *(GLO Mitigation Project)*

City of Port Neches, Texas

- Designed and developed construction plans for concrete street improvement on Grigsby Ave. and HMAC street improvements on Merriman.
- Designed and developed lift station and collection system improvements *(CDBG Project)*
- Designed and developed new concrete boardwalk / lighting on Neches River
- Designed and developed construction plans for SH 136 Turn Lane Improvements (TXDOT)

City of Lumberton

- Designed and developed construction plans for Blvd. roadway from US Hwy 69 to West Chance Cutoff
- Designed and developed construction plans for new City of Lumberton City Park (road, parking, and drainage improvements)
- Designed and developed construction plans for E. Candlestick Drive Turn Lane *(TXDOT)*
- Designed and developed construction plans for Forest Road Concrete Sidewalk Improvements *(TXDOT)*
- Review of developer's engineering construction plans for Woosley Palms subdivision for City
- Review of developer's engineering construction plans for Copper Point subdivision for City

City of Dayton

- Perform subdivision review/inspection of residential development for City

Project Management (Engineering)

- Designed and prepared civil site development plans, storm water studies, highway designs, residential developments, and contract documentation.

BRIAN STAFFORD

GRADUATE ENGINEER

EDUCATION

2017, BS, Mechanical Engineering, Lamar University
2019, Master of Business Administration (MBA), Lamar University

SUMMARY OF QUALIFICATIONS

Mr. Stafford has several years of civil engineering and project management experience with a primary emphasis on land development and site design. He has worked on various types of projects around the Dallas / El Paso /Phoenix areas, including large scale commercial and residential developments, drainage channel improvements and water / wastewater systems. He is fluent in various computer aided design programs including AutoCAD Civil 3D, Carlson, WinStorm. His responsibilities include project management, coordination with field crews and utility companies, layout and design, cost estimates, preparation of maps, construction plans, and construction contract documents.

PROJECT EXPERIENCE

Project Management – As Project Manager within the construction industry, Mr. Stafford performed the following tasks.

- Scheduled and planned engineering project timelines and budgets. activities for various projects including management of office personal and field crews.
- Designed and prepared civil site development plans, detention and retention design packages, and residential developments.
- Built and maintained relationships with local and state agencies, as well as FEMA, to guarantee compliance with all permitting and regulatory requirements while meeting the needs of the client in the successful execution of a variety of projects.

Detailed Project Experience

City of Lewisville, Texas

- Design construction plans Multifamily site development (< 5 acres)
- Design construction plans for multiple small scale commercial development projects.

City of Grand Prairie, Texas

- Design construction plans for Retirement Center (< 10 acres)

City of Dallas, Texas

- Design rehabilitation plans for the Dallas Galleria mall.
- Design construction plans for Multifamily site development (< 15 acres)

City of El Paso, Texas

- Design construction plans for shopping center (< 40 acres)
- Design construction plans for Cinemark Theater.
- Design construction plans for Telemundo relay center.

HOWARD JOHSON

RESIDENT PROJECT REPRESENATIVE (RPR)

EDUCATION

1979, A.A. Civil Engineering Degree, TSTC Waco Lamar Institute of Technology

SUMMARY OF QUALIFICATIONS

Mr. Johnson has 42 years of experience in the construction industry. Mr. Johnson's experience has ranged from operating equipment to leading a successful heavy civil construction company. As an owner and construction manager he has performed a range of tasks at every level of the industry. He has experience with the construction of numerous sanitary collection systems and water supply systems, as well as many major public highway and residential roadways. He also has an extensive background in storm drainage and detention facilities.

PROJECT EXPERIENCE

APAC, Texas

Responsible for estimating, managing, and coordinating multiple construction projects including site work, underground utilities, drainage system improvements, wastewater improvements, concrete paving, and water systems. Projects include various public highway drainage system improvements.

Triangle Paving

Responsible for operating a construction company specializing in private development including site work, underground utilities, roadways, and drainage systems. Projects includes numerous large-scale subdivisions totaling over 250 acres of infrastructure.

Gulf Coast, a CRH Company

Managed and directed the industrial services department for heavy civil. Responsible for supervising projects covering multiple counties in Southeast Texas. Projects include construction of highway improvements, bridges, sheet pile installations, structure foundations, and parking lot repairs.

3 PAST EXPERIENCE

A. CLIENT REFERENCES

Whiteley Oliver Engineering, LLC, (WOE) enjoys a positive professional reputation developed through hard work and dedication to client satisfaction. We feel this is the best testament to the timely and accurate completion of work. The best reference to past performance can be obtained from past and present clients. After you have contacted and confirmed our reputation with these governmental entities, we feel that you will find that our work is consistently timely, accurate and complete. Feel free to contact the sampling of governmental entities listed below:

1. Hardin County
   Judge Wayne McDaniel
   County Judge
   (409) 246-5120

2. Jefferson County WCID No. 10
   Mr. Tommy McDonald
   General Manager
   (409) 722-6922

3. City of Silsbee
   Mr. Jose' Pastrana, P.E.
   Director of Public Works
   (409) 385-2863

4. Lumberton Municipal Utility District
   Mr. Robb Starr
   General Manager
   (409) 755-1559

5. City of Nome
   Honorable Kerry Abney
   Mayor
   (409) 284-9879 Cell

6. City of Sour Lake
   Mr. Jack Provost
   City Manager
   (409) 287-3573

7. Mauriceville Municipal Utility District
   Mr. Brad Haeggquist
   General Manager
   (409) 745-4882

8. City of Port Neches
   Mr. Taylor Shelton, P.E.
   Director of Public Works
   (409) 719-4204

9. City of Beaumont
   Ms. Molly Villareal, P.E.
   City Engineer
   409-785-3016

10. City of Lumberton
    Mr. Steve Clark
    City Manager
    409-755-3700

11. City of Liberty
    Mr. Damon Jones
    Director of Public Works
    936-336-2910

12. Lamar University
    Dana Espinal, MBA
    Director, Project Management
    Planning & Construction
    409-880-755

4 ENGINEERING FIRM HISTORY

A. FIRM'S BRIEF HISTORY

WHITELEY OLIVER ENGINEERING, LLC

The firm of Whiteley Oliver Engineering, LLC (WOE) originated in 1980 when Mark Whiteley (Mark Whiteley & Associates) opened an office in Beaumont for the practice of civil engineering and surveying. In July 2020, Mark Whiteley & Associates and S. Oliver & Associates (founded in 1995) combined to form Whiteley Oliver, an industry leading service provider in civil engineering and surveying. In November 2020, Jeff D. Leavins, P.E. joined the Whiteley Oliver team to lead Whiteley Oliver Engineering, LLC as its President. Prior to joining Whiteley Oliver, Mr. Leavins served as Vice President of Carroll & Blackman, Inc. and Vice President of LJA Engineering for over 18 years.

From their founding, and since the merger to form Whiteley Oliver, the firm has provided engineering, surveying, and project management services to the Southeast Texas Area in the fields of:

- Water and Sewer Utilities
- Streets and Highways
- Drainage and Flood Control
- Commercial Developments
- Surveying
- Land Development
- GIS Mapping
- Industrial Facilities

Many of our projects also include assistance to the client in securing funding. We have worked on many TDA CDBG grant funded projects as well as other EPA, State, and FEMA grant funded projects. Several of our projects have been funded through the SRF fund programs of the Texas Water Development Board. Other clients have secured funding from private sources such as CoBank or through bond (tax and revenvue) sales.

WOE staff include Registered Professional Engineers, graduate engineers (engineers-in-training), senior engineering technicians, and a support staff of survey technicians, drafting technicians, and clerical personnel. All personnel are highly experienced in a variety of technical disciplines.

5 PROJECT APPROACH

A. PROVIDING ENGINEERING SERVICES

The most important of all elements necessary for the success of any project or service provided to the client is always communication, attention, and quality service. We take pride that most of our clients are repeat clients, for whom we have completed multiple projects of a variety of types. Some of these services are short assignments to assist the client with a certain need while others are more of a project type that might result in the construction of an improvement. Others are emergency needs that might require us to drop everything else and attend to the needs of that client as a result of some critical situation that has emerged. Whatever the need, WOE provides the services in the manner in which it is requested by the client.

For some clients, we are involved in virtually every element of the operation of their operations, including but not limited to water distribution/production/storage projects, drainage projects, street improvement projects, and sanitary sewer collection/treatment projects. Other clients utilize our services for design projects and construction contract administration. For all of these clients, we generally have continuous work with few periods of no services being provided. This arrangement has worked well not only for WOE but also for the client as it gives the client a team of professionals ready and able to provide whatever support needed. These services range from the design of construction projects, subdivision reviews/inspections, trouble shooting, brainstorming sessions, TCEQ negotiations, responses to TCEQ inspections, identifying potential grant funded projects, and assistance with the resolution of environmental issues, to name a few.

Our clients are our most valuable asset. Without them, we would not be here. Timely response, quality engineering services, and attention to our clients' needs are the cornerstone of our company.

B. PROVIDING SERVICES FOR A SPECIFIC PROJECT

Many of the problems encountered on projects result from misunderstandings or lack of communication between the client and the Engineer. While there are no perfect projects, continuous communication will minimize problems. We strive to incorporate the input of the client into the project in order to ensure that our designs will best provide for the needs of the client. We have found that ensuring that client input is a part of the equation makes for the most successful projects. If you are satisfied at the end of the project, then the project will be a success.

During the course of a project, the project manager and the President of the company are available at all times. We attend Commissioner Court meetings as necessary including any special meetings where the client might need us. In addition, we will hold regular meetings with the Judge and/or County Commissioners and Staff to be sure that all parties are aware of the progress of the projects and any special issues. We are available to our clients 24 hours a day, 7 days a week. As questions arise or problems surface, it is often necessary and prudent to address them immediately, even at night or on the weekends. Our cell phone numbers are printed on our business cards for that very reason.

C. TYPICAL SCOPE OF SERVICS FOR A CDBG DESIGN/CONSTRUCTION PROJECT

Our project managers have extensive experience in the various types of projects that the Client would typically need to undertake. For most CDBG projects, the following scope of services would be applicable. This scope of services provides a general basis for the development of the scope

of the project as well as the process for the completion of the design and construction phases. As with any project, this scope could vary depending on the needs of the Client.

To develop the project deliverables, we will meet with the client staff to determine project's scope of work. We will then provide a detailed scope of engineering services. This is to ensure that the expectations and goals of the client and the Engineer are the same. Once the scope of work is defined, we will collect any necessary field data and begin our design. During the design phase, we will maintain continuous contact with the client in order to be sure that you are aware of all aspects of the project. As we progress in the design phase of the project, we will continuously update our project estimate to ensure that the improvements that we design can be built within the allotted budget. Depending on the needs of the client, we can provide all or a portion of the general scope of services listed below.

1. PRELIMINARY DESIGN

a. Meet with the client to determine the most cost-effective scope of work for the project.

b. Prepare a preliminary engineering study on the project to identify deficiencies and to present the alternatives available to the client for resolving these problems. This report will also present the Engineer's recommendations.

c. Assess the need for the acquisition of real estate. Sufficient information will be provided to the owner to acquire the necessary properties.

d. For Texas Department of Agriculture (TDA) CDBG funded projects, the planning phase will include the development of an engineering feasibility report and an environmental assessment or other environmental documents (to be completed by the Grant Administrator). Other necessary items such as permit(s) and easements must be identified during this phase.

2. DESIGN PHASE

a. The project will be designed in accordance with the latest edition of the Texas Commission on Environmental Quality (TCEQ) Design Criteria.

b. We will determine the need for and acquire any necessary field surveys, subsurface investigations, or any other required special tests.

c. Approval of the plans and specifications will be obtained from the TCEQ.

d. We will prepare cost estimates prior to beginning design and will update the estimate throughout the design process to keep the client apprised of any changes in the budget.

3. BID PROCESS

a. We will prepare the contract documents which will include all required bid documents. Where feasible in proposed construction contracts, alternatives will be provided such that the available construction funds can be maximized.

b. A pre-bid conference will be held with the Owner and prospective bidders in order to establish basic requirements of the project and answer any questions. All necessary addenda resulting from this conference or from other correspondences from prospective bidders will be issued by the Engineer.

c. We will assist the Owner in securing bids, as necessary, and will be present at the bid opening to collect the bids.

d. We will investigate the qualifications of the apparent low bidder and other bidders as necessary and provide a recommendation to the Owner as to which bidder to award the project.

4. CONSTRUCTION CONTRACT ADMINISTRATION

a. We will conduct a Pre-Construction conference with the Owner and the awarded Contractor to discuss issues pertinent to the construction.

b. We will provide construction staking as necessary for the Contractor to establish the alignment of the work to be accomplished.

c. Submittals and other documentation will be reviewed by the Engineer for general conformance with the plans and specifications.

d. The project manager will make periodic visits to the site to observe the work in progress and will advise the Owner of any deviations from the plans and specifications. At the Owner's request, a full-time resident project representative can be provided. This level of inspection, however, is not always necessary. An estimate of the engineering fees would be provided to the Owner detailing those costs associated with providing full time project representation.

e. Consultations will be provided to the Owner throughout the progress of the construction.

f. We will process routine monthly progress payment requests from the Contractor for interim payments.

5. FINAL INSPECTION & PROJECT COMPLETION

a. We will conduct an inspection with the Owner and the Contractor once the project is substantially complete.

b. From this inspection, a list of items that need to be corrected/completed will be furnished to the Contractor and the Owner.

c. A final inspection will be conducted to ensure that all work conforms to the construction plans and technical specifications.

d. One set of As Built plans (hard copy and electronic copy) will be provided to the Owner representing the work completed.

e. The TDA must approve the certificate of completion and authorize closure of the project and release of retainage.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2021

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe, Suite 1500 Houston, TX 77056 USA	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	
INSURED Whiteley Oliver, LLC 3250 Eastex Freeway Beaumont, TX 77703 USA	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Env CPL/Prof	N	N	591892451	08/21/2020	08/21/2021	Prof - For each Act	$ 3,000,000
							Prof - Aggregate	$ 3,000,000

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

CERTIFICATE HOLDER

Whitely Oliver, LLC
3250 Eastex Freeway
Beaumont, TX 77703

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

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SAM.GOV®

WHITELEY OLIVER, LLC

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
117560377	**XK31BAQNCPB7**	**8MQE7**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Jan 14, 2022**	**Active**
Physical Address	Mailing Address	
3250 Eastex Fwy	**3250 Eastex Fwy**	
Beaumont, Texas 77703	**Beaumont, Texas 77703**	
United States	**United States**	

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

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 14, 2021	**Jan 14, 2021**	**Jun 18, 2020**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 26, 2020	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

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

Yes

Business Types

Entity Structure	Entity Type	Organization Factors
Partnership or Limited Liability Partnership	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Government Types

(blank)

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

Electronic Business

Jason Whiteley, Mr
2027469121

3250 Eatex Freeway
Beaumont, Texas 77703
United States

Government Business

Jason Whiteley, Mr
2027469121

3250 Eastex Freeway
Beaumont, Texas 77703
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541370	Surveying And Mapping (Except Geophysical) Services
	237990	Other Heavy And Civil Engineering Construction
	541330	Engineering Services
	541360	Geophysical Surveying And Mapping Services

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)

Signature Page

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

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Statement of Qualifications in collusion with any other Respondent, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Statement of Qualifications. And further, that neither the Respondent 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 submit a Statement of Qualifications or not submit a Statement of Qualifications thereon.

Whiteley Oliver Engineering Firm (Entity Name)	Jeff D. Leavins Signature
3250 Eastex Freeway Street & Mailing Address	Jeff D. Leavins Print Name
Beaumont, TX, 77703 City, State & Zip	6-15-2021 Date Signed
409-892-0421 Telephone Number	409-892-1346 Fax Number
jeff.leavins@whiteleyoliver.com E-mail Address	

Respondent: Return Completed Form with Offer.

Respondent Information Form

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

RFQ Number & Name:

Request for Statements of Qualification (RFQ 21-014/JW)

Professional Engineering Services for Drainage Improvements: Ditch 110-B and Ditch 107 (Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County

Respondent's Company/Business Name: Whiteley Oliver Engineering

Respondent's TAX ID Number: 85-1273779

Contact Person: Jeff D. Leavins **Title:** President

Phone Number (with area code): 409-892-0421

Alternate Phone Number if available (with area code): 409-673-6134

Fax Number (with area code): 409-892-1346

Email Address: jeff.leavins@whiteleyoliver.com

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

3250 Eastex Freeway
Address

Beaumont, TX, 77703
City, State, Zip Code

Respondent Shall Return Completed 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.

Whiteley Oliver Engineering
Company Name

RFQ 21-014/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Respondent: Return Completed Form with Offer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

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 paragraph 1 and 2 of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Whiteley Oliver Engineering, 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. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jeff D. Leavins, P.E. / President

Printed Name and Title of Contractor's Authorized Official

6-15-2021

Date

Respondent: Return Completed Form with Offer.

House Bill 89 Verification

I, Jeff D. Leavins, the undersigned representative of (company or business name) Whiteley Oliver Engineering (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

6-15-2021
Date

On this 11th day of June, 2021, personally appeared

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

Notary Seal

JANET L. TURNER NOTARY PUBLIC STATE OF TEXAS ID 132380[illegible] EXP. 02-24-2024

Janet L. Turner
Notary Signature

06/16/2021
Date

Respondent: Return Completed Form with Offer.

Respondent's Certification

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

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

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

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

Whiteley Oliver Engineering LLC
NAME OF BUSINESS

BY:
SIGNATURE

Jeff D. Leavins, P.E. / President
NAME & TITLE, TYPED OR PRINTED

3250 Eastex Freeway
MAILING ADDRESS

Beaumont, TX, 77703
CITY, STATE, ZIP CODE

(409) 892-0421
TELEPHONE NUMBER

Sworn to and subscribed before me
this 16th day of
June, 2021

Janet L. Turner
Notary Public

State of Texas

My Commission Expires: 02/24/2024

JANET L. TURNER NOTARY PUBLIC STATE OF TEXAS ID 13238039-8 EXP. 02-24-2024

Respondent: Return Completed Form with Offer.

TIDAL BASIN
A RISING PHOENIX HOLDINGS COMPANY

Professional Services Agreement
General Terms and Conditions

This **Professional Services Agreement** ("Agreement") is dated October 15, 2021, by and between **Tidal Basin Government Consulting, LLC** ("Consultant" or "the contractor"), with offices at **126 Business Park Drive, Utica, NY,** and the under-signed **Jefferson County, Texas** (referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM; APPLICABILITY; ORDER OF PRECEDENCE

The term of this Agreement shall be for a period of one (1) year commencing on October 19, 2021 ("Initial term"). After the expiration of the Initial Term, this Agreement may be renewed for five (5) consecutive one (1) year terms, upon mutual agreement of the parties ("Renewal Term").

This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

The parties agree that in the event of any conflict among the documents reference in this Agreement, the order of precedence shall be as follows: 1) this Agreement; 2) Exhibit A: Best and Final Offer; 3) Exhibit B: Consultant's Response to Jefferson County's Formal Request for Proposal for "RFP# 21-050/DC" specific to " Grant Administration for American Rescue Plan Act 2021"; and 4) Exhibit C: Jefferson County's Formal Request for Proposal, RFP# 21-050/DC, including any, and all Addendums

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written Task Order executed by both parties.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party. The total not-to-exceed will be determined by Task Order provided by the Client.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the billing rates attached as Exhibit B, and all reasonable expenses directly related to services. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, Client shall pay the undisputed portion. Client shall notify Consultant in writing, within ten (10) days of receipt of the invoice of any exceptions taken. If Consultant and Client do not reach resolve any payment dispute within sixty (60) days of receipt of invoice, the matter will be resolved in accordance with the disputes provisions of this Agreement. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on any unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. Client's failure to pay undisputed invoiced amounts within sixty (60) days after receipt of invoice shall constitute a material breach of this Agreement. Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

8. INDEMNITY

To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client from and against any and loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Client by reason of or in connection with Consultant's performance of the Scope of Services under this Agreement; provided, however, that Consultant shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from or is related to the Client's actions or inactions, including negligence and willful misconduct. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Consultant agrees to defend the Client in the action or proceeding, subject to a reservation of rights.

9. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory; Blanket waiver of subrogation should be included; if it is not, carrier to endorse policy to name TBGC LLC under coverage
Commercial General Liability:	$1,000,000 per occurrence $2,000,000 aggregate
Comprehensive General Automobile:	$1,000,000 combined single limit, including hired and non-owned coverages
Professional Liability:	$1,000,000 per occurrence $3,000,000 aggregate
Umbrella/Excess Liability	$5,000,000

Description: Certificate holder is additional insured on a primary non-contributory basis. Waiver of subrogation applies. Umbrella/excess liability is written on a follow form coverage.

10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. $150,000.00), whichever is greater.

12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. TERMINATION

A. Termination for Convenience. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus all costs arising from or related to the termination.

B. Termination for Default. If either party breaches or defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. Upon mutual agreement of the parties, disputes shall be resolved through mediation by a professional mediator. If either party objects to mediation, or if mediation does not resolve any dispute or that arises under this Agreement, within ninety (90) days after either party requests mediation, the dispute or conflict shall be resolved through arbitration. Mediation and arbitration under this section shall be governed by the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures.

17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	Jefferson County, Texas
Attention:	Deborah Syphrett-Clark
	1149 Pearl Street
Address:	Beaumont, TX 77701
	(409) 835-8593

Consultant:	Tidal Basin Government Consulting, LLC
Attention:	Bill Slater
Address:	126 Business Park Drive
	Utica, NY 13502

20. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of **Texas** and the body of federal procurement law, as applicable.

D. Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of the contract. Client shall have access to records, documents and information collected and/or maintained by Consultant in the course of the administration of the Agreement. Upon reasonable notice, and at reasonable times, Consultant shall make this information accessible to Client at Consultant's place of business for purposes of inspection, reproduction and audit.

E. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

F. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within four (4) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

G. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

H. This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. § 200.326 and 2 C.F.R. Part 200 and as stated within Appendix 1 "2 C.F.R. § 200.326 Required Clauses" if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

	William Slater
Jefferson County, Texas	**Tidal Basin Government Consulting, LLC**
By: _____	By: William J. Slater
As its: _____	As its: Vice President
Date: _____	Date: October 20, 2021

SCHEDULE A – "Scope of Work"

SCOPE OF SERVICES

Tidal Basin Government Consulting will provide Jefferson County, Texas with assistance and support for grants management services and associated project management services of programs and projects authorized under the American Rescue Plan Act of 2021 (ARPA). This project is being supported, in whole or in part, by federal award number CFDA 21.027, awarded to Jefferson County, Texas by the U.S. Department of the Treasury. The scope of work described herein requires Tidal Basin Government Consulting to provide contract-related management services for Jefferson County, including but not limited to, the following areas.

I. FINANCIAL ADVISORY SERVICES

- **a.** Provide expert guidance and advisory services regarding all applicable legislation, regulations, policies, and rules related to federal recovery funds.
- **b.** Assist the County in developing appropriate policies and procedures for use of American Rescue Plan Act (ARPA) funds.
- **c.** Assist the County with establishing a comprehensive recovery portfolio by reviewing multiple funding streams and developing and implementing strategies and plans for the use and coordination of ARPA funds.
- **d.** Provide strategic advice and guidance on how best to use ARPA funds in conjunction with other County funding sources.
- **e.** Actively search for and share guidance documentation and interpretations of such guidance as it becomes available from ARPA funding entities.
- **f.** Respond to questions from the County and provide formal opinions regarding the eligibility of specific County expenses to be covered by ARPA funds.
- **g.** Perform comprehensive and compliance and eligibility reviews of uses of the ARPA funds on a regular basis and in a timely manner to ensure compliance with ARPA guidance and propose corrective actions when necessary.
- **h.** Assist the County in calculating and/or substantiating the lost revenue calculation at all four designated snapshot dates. (RFP 21-050/DS), Grant Administration for American Rescue Plan Act 2021 Page 26 of 50

II. COMMUNICATIONS SERVICES

- **a.** Assist the County with creating presentations and communications materials for community stakeholders and the public.
- **b.** Assist the County with understanding and setting expectation regarding scope and eligibility of each funding source before stakeholder engagement.
- **c.** Attend relevant meetings with local, state, and federal agencies in conjunction with or on behalf of the County.
- **d.** Advise the County of all notice and public hearing requirements as required by federal and state regulations.
- **e.** Actively search for and share plans and practices form other US counties with regard to the use of ARPA funds.
- **f.** For purposes of this subsection, the County anticipates that the awarded entity shall provide a written monthly peer report for the first nine months of the agreement resulting from this RFP.

III. PROJECT MANAGEMENT SERVICES

a. Provide project management services, including project oversight, compliance with project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting.
b. Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.
c. Provide monthly status updates.
d. Assist the County with tracking outcomes of recovery spending.

IV. COST TRACKING ACCOUNTING AND REPORTING SERVICES

a. Work with the County to ensure that the County is following processes that meet federal reporting requirements.
b. Assist the County in developing appropriate documentation to demonstrate compliance with ARPA guidance.
c. Assist the County with preparing reports related to federal recovery funds, including the annual Plan Performance Report and all interim and quarterly reports.

V. AUDITING SERVICES

a. If applicable, assist the County with developing a process to oversee grants, distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors and sub-recipients.
b. Assist the County with ensuring costs and/or proposed budgets for vendors or sub-recipients are necessary and reasonable for the activity provided.
c. Assist County staff with monitoring, disbursing, and financial oversight functions.
d. Assist the County with devising and implementing fraud prevention and abuse practices.
e. If applicable, consultant may be requested to directly audit spending by outside organizations to ensure compliance with federal and state requirements. (RFP 21-050/DS), Grant Administration for American Rescue Plan Act 2021 Page 27 of 50
f. If applicable, consultant may also be required to prepare a risk assessment of subrecipients to evaluate noncompliance risk.

TIDAL BASIN
A RISING PHOENIX HOLDINGS COMPANY

SCHEDULE B – "Fee Structure"
Travel expenses will be billed to the client at cost, without mark-up.

HOURLY RATE SCHEDULE				
Category	**Role**	**Rate Structure**	**Hourly Rate**	**On-Site Hourly Rate, Inclusive of Travel Costs**
Program Staff	Engagement Manager	Per Hour	$255.00	$255.00
	Project Manager	Per Hour	$185.00	$220.00
	Subject Matter Expert	Per Hour	$185.00	$220.00
	Federal Compliance SME	Per Hour	$275.00	$310.00
	Senior Consultant	Per Hour	$165.00	$200.00
	Consultant	Per Hour	$155.00	$190.00
	Senior Grants Management Specialist	Per Hour	$155.00	$190.00
	Accountant	Per Hour	$155.00	$190.00
	Public Outreach Coordinator	Per Hour	$125.00	$160.00
	Administrative Specialist	Per Hour	$75.00	$750.00

Appendix 1

2 C.F.R. § 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses [If applicable]

I. During the performance of this Agreement and any subsequent Task Order, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) 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.

(4) 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.

(5) 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.

(6) 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 as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or 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.

II. 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 (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 (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.

III. 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 the City of Goldsboro and understands and agrees that the City of Goldsboro 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.

IV. 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 the City of Goldsboro and understands and agrees that the City of Goldsboro 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.

V. 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, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

(3) This certification is a material representation of fact relied upon by the City of Goldsboro. 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 City of Goldsboro, 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.

VI. 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.

VII. Procurement of Recovered Materials

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

VIII. Access to Records

(1) The contractor agrees to provide to City of Goldsboro, 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 his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

IX. DHS Seal, Logo, and Flags

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.

X. Compliance with Federal Law, Regulations, Executive Orders

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

XI. No Obligation by Federal Government

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.

XII. Program Fraud and False or Fraudulent Statements or Related Acts

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.

Appendix 2

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. § 3801 *et seq*., apply to this certification and disclosure, if any.

William Slater

Tidal Basin Government Consulting, LLC

By: William J. Slater
As its: Vice President
Date: october 20, 2021

This Task Order is made part of and governed by the terms and provisions of the contract by and between Tidal Basin Government Consulting, LLC (Tidal Basin), and Jefferson County, TX (the "County") following our response to RFP 21-027/YS. The purpose of this task order is for Tidal Basin to provide grant management advice at the discretion of the County. Advice given could result in the County applying to the Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA) grant, and/or the Hazard Mitigation Grant Program (HMGP).

Project Name: Jefferson County, TX Grant Management

Scope of Services/Rates: Tidal Basin agrees to perform the following scope of services in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Tidal Basin shall not perform services which exceed the estimated cost of services without prior written notice to and approval by the County. Services and hours performed outside the scope of this task order will not be reimbursed.

Tidal Basin will provide consulting services to deliver the following on behalf of the County:

Tidal Basin will identify, organize, and compile the information necessary to deliver the best grants management advice:

- Grants Management Advice:
  - Gather data and coordinate with the County to advice on grants at their discretion
  - Provide progress reports on hours worked
  - Coordinate and reach out to homeowners
  - Compile data and preform benefit cost analysis as needed
  - Complete project applications for HMA grants
  - Compile data needed to fulfill FEMA requests for information
  - Assistance with NFIP and Community Rating System

Payment Basis: Rates will be reimbursed in accordance with Attachment 1. The estimated costs are as follows:

Position	Rate	Hours	Cost Per Position
Subject Matter Expert	$185.00	50	$9,250.00
Consultant	$165.00	50	$8,250.00
Hours Subtotal		80	$17,500.00
Total Estimated NTE		**$17,500.00**	

TIDAL BASIN

Estimated Quantity of Services: Please see above. Personnel will work at the direction of Tidal Basin's Project Manager.

Estimated Cost of Services: The total cost of this task order shall not exceed **$17,500.00**. If hours are to be exceeded Tidal Basin will inform the County and coordinate further task orders as needed

Approval/Acceptance
Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the agreement.

Tidal Basin Government Consulting, LLC

By: _____

Name: Luis Avila

Title: Vice President- Mitigation

Date: October 19, 2021

Jefferson County, Texas

By: _____

Name: Jeff Branick

Title: County Judge

Date: 10/26/2021

Attachment 1 - Pricing

Hazard Mitigation Assistance	
Project Manager	$195
Subject Matter Expert	$185
Consultant	$165

Pricing presented is based on hourly rates in accordance with the existing contract. All expenses will be charged to the client in accordance with the GSA rate schedule associated with the area of operations. No current expenses are forecasted, TB will gain preapproval from County if needed.

ATTEST:

Theresa Goodness
Interim County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

LJA ENGINEERING
2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

August 17, 2021

Duke Youmans
Jack Brooks Regional Airport
4875 Parker Drive
Nederland, Texas 77627

Re: Environmental Consulting Services (Proposal No. 21-5206)
Jack Brooks Regional Airport MSGP Permit Renewal & SWPPP Updates

Mr. Youmans:

Submitted for your review is a scope of work for the renewal of the Jack Brooks Regional Airport TPDES Multi-Sector General Permit coverage (MSGP) and for updating your existing storm water pollution prevention plan (SWPPP) to reflect the revisions in the new TPDES MSGP TXR050000.

Scope of Work and Deliverables:

- Conduct site visit and discuss information needed with airport representatives for the revision of the existing SWPPP;
- Update facility site map in compliance with TPDES Multi-Sector General Permit TXR050000;
- Develop and submit final SWPPP to airport representatives for the facility based on current TPDES Multi-Sector General Permit regulations. Plan will be developed with input from airport representatives on plan contents and pollution prevention alternatives; overview of plan will be provided at time of submittal;
- Assist airport personnel in submitting a Notice of Intent to the TCEQ to renew permit coverage under the new TPDES Multi-Sector General Permit TXR050000.

Costs for this project will be billed on a lump sum basis with a total cost of **$3,800.00** (cost does not include permit application fees). These cost will not be exceeded without prior approval.

We appreciate your consideration of our firm for this project. If this proposal meets with your approval, please provide a signature on this proposal letter and the attached agreement and return to our office.

Sincerely,

John Concienne, CPESC
Vice President
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Office: (409) 833-3363
Direct: (409) 554-8980
Email: jconcienne@lja.com

APPROVED BY:
JACK BROOKS REGIONAL AIRPORT

By: _____
Name: Jeff Branick
Title: County Judge
Date: 10/26/2021

ATTEST:
Theresa Goodness
Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

LJA ENGINEERING

3600 W Sam Houston Pkwy S, Suite 600, Houston, Texas 77042
t 713.953.5200 LJA.com TBPE F-1386 TBPLS 10110501

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on 8/17/21 is by and between Jack Brooks Regional Airport with address at 487 Parker Drive, Nederland, Texas 77627 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
JACK BROOKS REGIONAL AIRPORT

By: _____

Printed Name: Jeff Branick

Title: County Judge

Effective Date: 10/26/2021

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

Printed Name: John Concienne, CPESC

Title: Vice President

Attachments:
A – Standard Terms and Conditions

ATTEST:

Theresa Goodness
Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including those contained in any uniform commercial code, proposal, work authorization, or requisition, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

7. INDEMNITY. LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client and its employees to the extent actually caused by LJA's failure to adhere to the standard of care described herein.

8. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

9. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

10. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or

alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

11. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

12. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

13. AMENDMENT, NO WAIVER, SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

14. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

15. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

16. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

17. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

18. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2271, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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 for ordinary business purposes.

19. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Jefferson County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.07JUL2020

Aumentum™
TECHNOLOGIES

LETTER OF AUTHORIZATION

October 18, 2021

Theresa Goodness
Jefferson County Clerk
1001 Pearl Street
Beaumont, TX 77701

Dear Ms. Goodness:

This Letter of Authorization ("LOA") will confirm Jefferson County's request for the following professional services at the price(s) indicated. This LOA will be an addendum to existing Master Agreement No. TX2012.004 between Jefferson County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Quantity	Description	One-Time Fees
1	Scope of Work: • Load 9 index book images to Production and Test Environment • Setup and configure software for Recorder and PA to display add on images	$7,700.00
	Total Professional Services Fees	**$7,700.00**

Professional Services Fees will be invoiced upon contract signing and payable in accordance with Aumentum Technologies invoice(s) that shall be sent to the County. Work related to the services described herein will not begin until payment is received. All invoices are due within 30 days of receipt of invoice. Applicable travel, meals, and expenses will be invoiced after they have been incurred.

Approval of this letter of authorization will allow Aumentum Technologies to perform the services described herein. Upon approval and signing, please return this letter to Aumentum Technologies via **one** of the following methods:

- Email a scanned image of the signed LOA to Sonny.Saga@AumentumTech.com;

If you have any questions, please feel free to contact Sonny.

Acceptance: Jefferson County, TX	**Acceptance: Aumentum Technologies**
BY:	BY:
PRINTED NAME: Jeff Branick	PRINTED NAME:
TITLE: County Judge	TITLE:
DATE: 10/26/2021	DATE:

DELIVERABLE ACCEPTANCE STATEMENT ("DAS")

FOR LETTER OF AUTHORIZATION NO. TX2012.004-LOA200

Purpose:

The purpose of this acceptance form is for the County to sign off on the completion of the professional services detailed in the LOA.

Acceptance Criteria:

- All professional services detailed in the LOA have been performed.

These services were completed on the following date: _____.

The County response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this DAS. Rejection of a DAS will result in immediate escalation.

Billing and Signatures:

We, the undersigned, agree that this project is complete. Under the terms and conditions of the LOA, the County will be billed **$7,700.00** (100% of the applicable travel related expenses) upon signing this DAS.

Jefferson County, TX	**Aumentum Technologies**
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

AMENDMENT # 06 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 06 ("Amendment") takes effect October 26, 2021, or the effective date of the FCC Order (as defined below), whichever is later ("Effective Date"), and amends and revises that certain Inmate Telephone Service Agreement**,** dated Mary 5, 2014, as amended from time to time (the "Agreement"), by and between **Global Tel*Link Corporation** with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Company"), and Jefferson County, Texas, with an address of 1149 Pearl Street, Beaumont, TX 77701 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to extend the term of the Agreement on a rolling month to month basis, as further described below; and

WHEREAS, the Federal Communications Commission ("FCC") issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated ancillary service charges set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

   Inmate Telephone Services.

   Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: $ 0.16 per minute of use.

   Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: $ 0.16 per minute of use.

   International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order.

   No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

Ancillary Service Charges. The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	$3.00 per transaction
Use of live operator	$5.95 per transaction
Paper bill/statement	$2.00 per transaction
Use of third-party money transmitter (*e.g.*, MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	$6.95 per transaction, plus the adopted per-minute rate

2. Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the commission payable to the Premises Provider under the Agreement shall be $0.045 per minute of each completed billable ITS call, which shall be paid within forty-five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed billable ITS call, and shall replace any and all ITS commissions or other monies payable for ITS services under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.

3. The Term, as defined in the paragraph 1 of the Agreement, including any amendments thereto, is hereby modified and extended for an additional thirty (30) days with a new contract end date of December 4, 2021. Unless either Party notifies the other in writing of its intention not to renew this Agreement on at least thirty (30) days' notice prior to the expiration of the Term or any other period, this Agreement shall automatically renew for successive thirty (30) day terms (each a "Renewal Term"). The remaining language in in paragraph 1, including any amendments thereto, is without modification and remains in full force and effect.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall

control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.

Company
Global Tel*Link Corporation

By: _____
Name: Maribeth Kuznia
Title: Contracts Manager
Date: 19-OCT-2021

Premises Provider
Jefferson County, Texas

By: _____
Name: Jeff Branick
Title: County Judge
Date: October 26, 2021

ATTEST:
Theresa Goodness
Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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: October 21, 2021

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

October 26, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COMMISSIONER PCT. 4	KYOCERA FS-1135MFP COPY MACHINE	E522KP0110	
contact person: Natalie Roberts			
DISTRICT ATTORNEY	DESK		
contact person: Dan'na Rouse			
ENGINEERING	DOCUMENT HOLDER		2287
ENGINEERING	END TABLE		
ENGINEERING	LAMP		
ENGINEERING	PLANT STAND		
ENGINEERING	CABINET		
contact person: Carol Bowman			
SERVICE CENTER	(7) 2021 CHEVY TAHOE CENTER CONSOLES		
contact person: Joe Zurita			

Approved by Commissioners' Court: _____

(409) 835-8450 Phone
(409) 839-2350 Fax

1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

October 21, 2021

Jeff Branick, County Judge
1149 Pearl St.
Beaumont, TX 77701

Re: Agenda Item

I would like to place an item on the agenda for the Commissioner's Court Meeting Tuesday, October 26, 2021.

-Consider and approve Howard Sylve III for Chief Deputy position.

Sincerely,

Jevonne Pollard
Constable Pct. 1

Oct 13, 2021

Jefferson, County Of
1149 PEARL ST STE 301
BEAUMONT, TX 77701

Subject: Contract Modification - LTX00241 - New FAR Clause for Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors

Dear GSA Lease Holder,

In Process

GSA appreciates the hard work and dedication of our contractors. The health and safety of GSA employees, contractors and their families is our top priority. In order to ensure the health and safety of the federal workforce and contractor community, the President signed *Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors.* The requirements in the Executive Order are being implemented via a FAR deviation. The clause in the FAR deviation will be incorporated into GSA contracts via a bilateral modification.

If you hold a GSA contract for services, construction, or a leasehold interest in property that exceeds the simplified acquisition threshold (SAT), the contract modification is ***mandatory*** and your acceptance is required in order to ensure compliance with E.O. 14042.

If you hold a contract at or below the SAT or a contract only for products, GSA strongly encourages you to accept the modification.

For IDIQ contracts that exceed the SAT to be eligible to receive new orders resulting from a request for quote, contract modifications must be finalized by **November 14, 2021**. You will not be eligible for any new order after that date, until your contract has been modified.

For Federal Supply Schedule contracts, except for contracts only for products, to be able to receive new orders, modifications must be finalized by **November 14, 2021**. No

new orders may be placed until the modification has been finalized. Note, restrictions (e.g., removal from GSA Advantage!, eBuy) may be placed on your Schedule contract if a signed modification is not finalized before **November 14, 2021**.

For all contracts above the SAT, except for products only, GSA does not have authority to exercise options, extend, or renew your contract until the modification has been finalized.

Please return your signed contract modification as soon as possible and no later than **November 14, 2021**.

For lessors that exceed the SAT, please return your signed lease contract modification as soon as possible and no later than **November 14, 2021**.

If you have any questions, please call the National Customer Service Center at 1-866-727-8363 (Staffed 8 am-4 pm CST with voicemail available for after hours)

Thank you

PBS Office of Leasing

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	Lease Amendment No. EOX TO LEASE NO. LTX00241
ADDRESS OF PREMISES S E TEXAS REGIONAL AIRPORT 5000 Jerry Ware Dr BEAUMONT, TX 77705	PDN Number: NA

THIS AMENDMENT is made and entered into between **Jefferson, County Of**

whose address is: 1149 PEARL ST STE 301
BEAUMONT, TX
77701

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to add FAR Clause 52.223-99.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 15, 2021 as follows:

The following FAR Clause 52.223-99, ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION), is hereby incorporated into the Lease:

52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Name: Jeff Branick
Title: County Judge
Entity: Jefferson, County of
Date: 10/26/2021

FOR THE GOVERNMENT:

Name:
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date:

WITNESSED FOR THE LESSOR BY:

Name: Theresa Goodness
Title: County Clerk
Date: 10/26/2021

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https://www.saferfederalworkforce.gov/contractors/.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

INITIALS: _____ & _____
LESSOR GOVT

DocuSign

Certificate Of Completion

Envelope Id: 1CC50A5A20F549A985E3BB07D8985A81
Subject: LTX00241
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 0
Initials: 0

Status: Sent

Envelope Originator:
General Services Administration
1800F F St NW
Washington DC, DC 20405
nikki.luzader@gsa.gov
IP Address: 159.142.71.1

Record Tracking

Status: Original
10/15/2021 7:13:07 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: General Services Administration
nikki.luzader@gsa.gov
Pool: FedRamp
Pool: Covid Mandate App

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Jefferson, County Of pswain@co.jefferson.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/15/2021 8:26:04 AM ID: 366eb8cf-4b12-43a6-b363-0b2587e66717		Sent: 10/15/2021 7:13:08 AM Viewed: 10/15/2021 8:26:04 AM
Zone 2 eo14042questionszone2@gsa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/15/2021 7:29:49 AM ID: 47c6e3c9-9138-406d-8841-c2a93aa2edef		

In Process

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**

Witness for Jefferson, County Of
(pswain@co.jefferson.tx.us)
Security Level:
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Covide Mandate App (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Covide Mandate App:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sherres.ford@gsa.gov

To advise Covide Mandate App of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sherres.ford@gsa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Covide Mandate App

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sherres.ford@gsa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Covide Mandate App

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sherres.ford@gsa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Covide Mandate App as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Covide Mandate App during the course of your relationship with Covide Mandate App.

BRIEFING ROOM

Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors

SEPTEMBER 09, 2021 • PRESIDENTIAL ACTIONS

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 101 *et seq.*, and section 301 of title 3, United States Code, and in order to promote economy and efficiency in procurement by contracting with sources that provide adequate COVID-19 safeguards for their workforce, it is hereby ordered as follows:

Section 1. Policy. This order promotes economy and efficiency in Federal procurement by ensuring that the parties that contract with the Federal Government provide adequate COVID-19 safeguards to their workers performing on or in connection with a Federal Government contract or contract-like instrument as described in section 5(a) of this order. These safeguards will decrease the spread of COVID-19, which will decrease worker absence, reduce labor costs, and improve the efficiency of contractors and subcontractors at sites where they are performing work for the Federal Government. Accordingly, ensuring that Federal contractors and subcontractors are adequately protected from COVID-19 will bolster economy and efficiency in Federal procurement.

Sec. 2. Providing for Adequate COVID-19 Safety Protocols for Federal Contractors and Subcontractors. (a) Executive departments and agencies, including independent establishments subject to the Federal Property and Administrative Services Act, 40 U.S.C. 102(4)(A) (agencies), shall, to the extent permitted by law, ensure that contracts and contract-like instruments (as described in section 5(a) of this order) include a clause that the contractor and any subcontractors (at any tier) shall incorporate into lower-tier subcontracts. This clause shall specify that the contractor or subcontractor shall, for the duration of the contract, comply with all

guidance for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance or Guidance), provided that the Director of the Office of Management and Budget (Director) approves the Task Force Guidance and determines that the Guidance, if adhered to by contractors or subcontractors, will promote economy and efficiency in Federal contracting. This clause shall apply to any workplace locations (as specified by the Task Force Guidance) in which an individual is working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order).

(b) By September 24, 2021, the Safer Federal Workforce Task Force (Task Force) shall, as part of its issuance of Task Force Guidance, provide definitions of relevant terms for contractors and subcontractors, explanations of protocols required of contractors and subcontractors to comply with workplace safety guidance, and any exceptions to Task Force Guidance that apply to contractor and subcontractor workplace locations and individuals in those locations working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order).

(c) Prior to the Task Force publishing new Guidance related to COVID-19 for contractor or subcontractor workplace locations, including the Guidance developed pursuant to subsection (b) of this section, the Director shall, as an exercise of the delegation of my authority under the Federal Property and Administrative Services Act, *see* 3 U.S.C. 301, determine whether such Guidance will promote economy and efficiency in Federal contracting if adhered to by Government contractors and subcontractors. Upon an affirmative determination by the Director, the Director's approval of the Guidance, and subsequent issuance of such Guidance by the Task Force, contractors and subcontractors working on or in connection with a Federal Government contract or contract-like instrument (as described in section 5(a) of this order), shall adhere to the requirements of the newly published Guidance, in accordance with the clause described in subsection (a) of this section. The Director shall publish such determination in the *Federal Register*.

(d) Nothing in this order shall excuse noncompliance with any applicable State law or municipal ordinance establishing more protective safety protocols than those established under this order or with any more

protective Federal law, regulation, or agency instructions for contractor or subcontractor employees working at a Federal building or a federally controlled workplace.

(e) For purposes of this order, the term "contract or contract-like instrument" shall have the meaning set forth in the Department of Labor's proposed rule, "Increasing the Minimum Wage for Federal Contractors," 86 Fed. Reg. 38816, 38887 (July 22, 2021). If the Department of Labor issues a final rule relating to that proposed rule, that term shall have the meaning set forth in that final rule.

Sec. 3. Regulations and Implementation. (a) The Federal Acquisition Regulatory Council, to the extent permitted by law, shall amend the Federal Acquisition Regulation to provide for inclusion in Federal procurement solicitations and contracts subject to this order the clause described in section 2(a) of this order, and shall, by October 8, 2021, take initial steps to implement appropriate policy direction to acquisition offices for use of the clause by recommending that agencies exercise their authority under subpart 1.4 of the Federal Acquisition Regulation.

(b) By October 8, 2021, agencies shall take steps, to the extent permitted by law, to exercise any applicable authority to ensure that contracts and contract-like instruments as described in section 5(a) of this order that are not subject to the Federal Acquisition Regulation and that are entered into on or after October 15, 2021, consistent with the effective date of such agency action, include the clause described in section 2(a) of this order.

Sec. 4. Severability. If any provision of this order, or the application of any provision of this order to any person or circumstance, is held to be invalid, the remainder of this order and its application to any other person or circumstance shall not be affected thereby.

Sec. 5. Applicability. (a) This order shall apply to any new contract; new contract-like instrument; new solicitation for a contract or contract-like instrument; extension or renewal of an existing contract or contract-like instrument; and exercise of an option on an existing contract or contract-like instrument, if:

(i) it is a procurement contract or contract-like instrument for services, construction, or a leasehold interest in real property;

(ii) it is a contract or contract-like instrument for services covered by the Service Contract Act, 41 U.S.C. 6701 *et seq.*;

(iii) it is a contract or contract-like instrument for concessions, including any concessions contract excluded by Department of Labor regulations at 29 C.F.R. 4.133(b); or

(iv) it is a contract or contract-like instrument entered into with the Federal Government in connection with Federal property or lands and related to offering services for Federal employees, their dependents, or the general public;

(b) This order shall not apply to:

(i) grants;

(ii) contracts, contract-like instruments, or agreements with Indian Tribes under the Indian Self-Determination and Education Assistance Act (Public Law 93-638), as amended;

(iii) contracts or subcontracts whose value is equal to or less than the simplified acquisition threshold, as that term is defined in section 2.101 of the Federal Acquisition Regulation;

(iv) employees who perform work outside the United States or its outlying areas, as those terms are defined in section 2.101 of the Federal Acquisition Regulation; or

(v) subcontracts solely for the provision of products.

Sec. 6. Effective Date. (a) Except as provided in subsection (b) of this section, this order is effective immediately and shall apply to new contracts; new contract-like instruments; new solicitations for contracts or contract-like instruments; extensions or renewals of existing contracts or contract-like instruments; and exercises of options on existing contracts or contract-like instruments, as described in section 5(a) of this order, where the relevant contract or contract-like instrument will be entered into, the relevant contract or contract-like instrument will be extended or renewed, or the relevant option will be exercised, on or after:

(i) October 15, 2021, consistent with the effective date for the action taken by the Federal Acquisition Regulatory Council pursuant to section 3(a) of this order; or

(ii) for contracts and contract-like instruments that are not subject to the Federal Acquisition Regulation and where an agency action is taken pursuant to section 3(b) of this order, October 15, 2021, consistent with the

effective date for such action.

(b) As an exception to subsection (a) of this section, where agencies have issued a solicitation before the effective date for the relevant action taken pursuant to section 3 of this order and entered into a new contract or contract-like instrument resulting from such solicitation within 30 days of such effective date, such agencies are strongly encouraged to ensure that the safety protocols specified in section 2 of this order are applied in the new contract or contract-like instrument. But if that contract or contract-like instrument term is subsequently extended or renewed, or an option is subsequently exercised under that contract or contract-like instrument, the safety protocols specified in section 2 of this order shall apply to that extension, renewal, or option.

(c) For all existing contracts and contract-like instruments, solicitations issued between the date of this order and the effective dates set forth in this section, and contracts and contract-like instruments entered into between the date of this order and the effective dates set forth in this section, agencies are strongly encouraged, to the extent permitted by law, to ensure that the safety protocols required under those contracts and contract-like instruments are consistent with the requirements specified in section 2 of this order.

Sec. 7. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

JOSEPH R. BIDEN JR.

THE WHITE HOUSE,

September 9, 2021.

GREG KELLER
Director of Building Maintenance
Jefferson County Courthouse

October 14, 2021

To The Honorable Commissioners Court,

The Maintenance Department is requesting to have a new 2021 Ford Van to replace the 2005 Ford Van. The quote that was presented to Commissioner Court has increased in price. We would like to transfer the increased amount of $1,500.00 from Acct# 120-6083-416-40-09 (Buildings & Grounds) and put into Acct# 120-6083-416-60-07 Automobile). We have attached a new bid. Your consideration in this matter is greatly appreciated.

Total: $28,381.70

Sincerely,

Greg Kelller,
Director of Building Maintenance

GK/pa

1149 PEARL STREET, BEAUMONT, TEXAS 77701 • 409 835-8511 • FAX 409-835-8525

PRODUCT PRICING SUMMARY

GOODBUY 17-17 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY
Contact: DEB CLARKJOE ZURITA MO # 960-1380
Email: JZURITA@CO.JEFFERSON.TX.US
Product Description 2022 FORD TRANSIT CARGO

Prepared by: KEN DURBIN
Phone: MO # 409-284-1009
Email: KDURBIN.COWBOYFLEET@GMA
Date: October 5, 2021

A. **Bid Item:** 8 — **A. Base Price:** $ 25,138.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
X2Z	TRANSIT CARGO XL REG ROOF	$ -		WHITE EXT / GRAY INT	
99M	3.7L V-65 GAS	$ -			
60C	CRUISE CONTROL	$ 325.00		CUSTOMER PICK UP	
	POWER EQUIPMENT GROUP	$ -			
VK	VINYL SEATING	$ -			
	BACK UP CAMERA	$ -			
145	CREW PKG 5 PASS SEATING	$ 1,445.00			
1	FULL GLASS PKG.	$ -			
1	FULL RUBBER FLOOR COVERING	$ 100.00			

Total of B. Published Options: $ 1,870.00

Published Option Discount (5%) $ (93.50)

C. **Additional Options [not to exceed 25%]** $= 7.8 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	$ 125.00		$ -
2022 MODEL UPGRADE	$ 1,985.00		

Total of C. Unpublished Options: $ 2,110.00

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ 445.75
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ 111.45
F.	**Contract Price Adjustment:**	$ -
G.	**Additional Delivery Charge:** 0 miles	$ -
H.	**Subtotal:**	$ 29,581.70
I.	**Quantity Ordered** 1 x K =	$ 29,581.70
J.	**Trade in:** TRADE IN 2005 E-350 1FBSS31L55HB18376	$ (1,500.00)
K.	**GOODBUY Administrative Fee ($300 per purchase order)**	$ 300.00
L.	**TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE**	$ 28,381.70

goodbuy

Purchasing Program of the Education Service Center, Region 7

PRODUCT PRICING SUMMARY

GOODBUY 17-17 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY
Prepared by: KEN DURBIN
Contact: JOE ZURITA MO # 960-1380
Phone: MO # 409-284-1009
Email: JZURITA@CO.JEFFERSON.TX.US
Email: KDURBIN.COWBOYFLEET@GMA
Product Description 2021 FORD TRANSIT CARGO
Date: May 25, 2021

A. **Bid Item:** 8 **A. Base Price:** $ 25,138.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
X2Z	TRANSIT CARGO XL REG ROOF	$ -		WHITE EXT / GRAY INT	
99M	3.7L V-65 GAS	$ -			
60C	CRUISE CONTROL	$ 325.00		CUSTOMER PICK UP	
	POWER EQUIPMENT GROUP	$ -			
VK	VINYL SEATING	$ -			
	BACK UP CAMERA	$ -			
145	CREW PKG 5 PASS SEATING	$ 445.00			
1	FULL GLASS PKG.	$ -			
1	FULL RUBBER FLOOR COVERING	$ 100.00			

Total of B. Published Options: $ 870.00

Published Option Discount (5%) $ (43.50)

C. **Additional Options [not to exceed 25%]** $= 0.5 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	$ 125.00		$ -

Total of C. Unpublished Options: $ 125.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ 445.75

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ 111.45

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 0 miles $ -

H. **Subtotal:** $ 26,646.70

I. **Quantity Ordered** 1 x K = $ 26,646.70

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $ 300.00

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 26,946.70

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2021 TAX ROLL THIS 19 DAY OF October, 2021.

JEFF BRANICK
County Judge

ABSENT
VERNON PIERCE
Commissioner, Precinct No. 1

MICHAEL SINEGAL
Commissioner, Precinct No. 3

DARRELL BUSH
Commissioner, Precinct No. 2

EVERETTE D. ALFRED
Commissioner, Precinct No. 4

Sworn to and subscribed before me, the undersigned authority, this 19th day of October, 2021.

THERESA GOODNESS, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Jurisdiction: 1 **JEFFERSON COUNTY**

Total Parcels:	148,777	**Tax Rate:**	0.3631840		
Market Value:	36,056,931,277	**State Hom:**	0	**Opt Hom:**	0.2000000
		State O65:	0	**Opt O65:**	40,000
		Disabled:	40,000	**Opt Disabled:**	0

AG Exclusion Count:	4,052	**AG Exclusion Amt:**	422,691,409
Timber Exclusion Count:	418	**Timber Exclusion Amt:**	23,100,382
HS Capped Count:	37,626	**HS Capped Amt:**	731,213,207
Assessed Value:	34,879,926,279		

Prorated-Exxv Count/Amt:	6,579	2,591,261,850	**Pro Charitable Functions Count/Amt:**	35	5,282,473
100% Exempt Vet Count/Amt:	695	107,123,776	**Disaster Count/Amt:**	10	877,842
Pro Youth Associations Count/Amt:	25	9,870,262	**Surviving Spouse First Responder Count/Amt:**	1	138,293
Prorated-Exxl Count/Amt:	5	2,474,338	**Surviving Spouse Active Duty Count/Amt:**	1	17,930
Chdo Count/Amt:	34	2,430,560	**Low Income Housing Count/Amt:**	2	3,952,907
Pro Schools Count/Amt:	84	41,259,512	**Abatement Count/Amt:**	17	3,142,654,368
Pro Misc Exempts Count/Amt:	126	7,225,522	**Goods In Transit Count/Amt:**	1	9,484,253
Pollution Control Count/Amt:	162	726,467,598	**Hb366 Count/Amt:**	98	23,443

State Homestead Count:	0	**State Homestead Amt:**	0
Local Homestead Count:	50,301	**Local Homestead Amt:**	1,429,062,896
State Over 65 Count:	0	**State Over 65 Amt:**	0
Local Over 65 Count:	20,072	**Local Over 65 Amt:**	754,844,291
Surviving Spouse Count:	126	**Surviving Spouse Amt:**	4,728,052
State Disabled Count:	0	**State Disabled Amt:**	0
Local Disabled Count:	2,141	**Local Disabled Amt:**	79,755,775
Total VET Count:	1,244	**Total VET Amt:**	12,437,047
***VET Surviving Spouse Count:**	32	***VET Surviving Spouse Amt:**	323,497
***included in the Total VET Count/Amt**			

Partial Exempt Values:	2,280,828,061		
Taxable Value:	25,948,553,291		
Total Levy Amt:	92,677,094.54		
2525D Count:	1	**2525D Amt:**	50.49
Late AG Penalty Count:	20	**Late AG Penalty Amt:**	1,130.62
Late Rendition Penalty Count:	3,870	**Late Rendition Penalty Amt:**	74,037.97
Other Penalty Count:	2	**Other Penalty Amt:**	22.16
Frozen Account Count:	21,007		
Frozen Homesite Value:	2,774,168,188		
Frozen Taxable Value:	1,394,028,991		
Unfrozen Levy Amt:	5,062,890.05		
Frozen Levy Amt:	3,430,843.36		
Frozen Levy Loss Amt:	1,632,046.69		
Total Non-Exempt Parcel Count:	148,777		

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	52.50	488345	
			52.50**
ROAD & BRIDGE PCT.#1			
ENTERGY	97.39	488191	
M&D SUPPLY	101.12	488202	
ADVANCE AUTO PARTS	290.59	488327	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			588.10**
ROAD & BRIDGE PCT.#2			
RITTER @ HOME	177.14	488212	
AT&T	103.83	488220	
TRI-CITY FASTENER & SUPPLY	28.44	488229	
BUMPER TO BUMPER	290.88	488280	
CENTERPOINT ENERGY RESOURCES CORP	46.35	488281	
NEW WAVE WELDING TECHNOLOGY	7.50	488295	
ATTABOY TERMITE & PEST CONTROL	21.63	488301	
GULF COAST	140.97	488364	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			915.74**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	174.35	488168	
FARM & HOME SUPPLY	1.20	488183	
ENTERGY	294.70	488191	
MUNRO'S	15.15	488204	
S.E. TEXAS BUILDING SERVICE	65.00	488217	
TIME WARNER COMMUNICATIONS	123.38	488224	
DEPARTMENT OF INFORMATION RESOURCES	.10	488239	
CENTERPOINT ENERGY RESOURCES CORP	42.33	488281	
SHOPPA'S FARM SUPPLY	363.07	488341	
			1,079.28**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	2,442.97	488155	
ABLE FASTENER, INC.	159.02	488157	
CITY OF BEAUMONT - LANDFILL	132.00	488165	
GULF COAST SCREW & SUPPLY	34.78	488190	
MUNRO'S	116.89	488204	
SOUTHEAST TEXAS WATER	61.95	488218	
MARTIN PRODUCT SALES LLC	8,286.00	488284	
INTERSTATE ALL BATTERY CENTER - BMT	111.95	488300	
ON TIME TIRE	90.00	488317	
SAM'S CLUB DIRECT	372.36	488322	
O'REILLY AUTO PARTS	94.04	488358	
FUNCTION 4 LLC - WELLS FARGO FINANC	159.00	488373	
			12,060.96**
ENGINEERING FUND			
DELL MARKETING L.P.	3,949.64	488177	
OFFICE DEPOT	283.30	488207	
VERIZON WIRELESS	201.25	488255	
CANON SOLUTIONS AMERICA INC	145.20	488329	
INSIGHT PUBLIC SECTOR INC	1,050.78	488337	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	488373	
MICHELLE FALGOUT	150.00	488382	
			6,055.17**
PARKS & RECREATION			
RITTER @ HOME	125.97	488212	
SPRINT WASTE SERVICES LP	378.00	488335	
			503.97**
GENERAL FUND			
JEFFERSON CTY. CLERK	1,915.46	488158	
			1,915.46*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	45.72	488192	
OFFICE DEPOT	789.09	488207	
ACE IMAGEWEAR	38.61	488215	
UNITED STATES POSTAL SERVICE	398.21	488258	
ROCHESTER ARMORED CAR CO INC	378.40	488310	
RT LAWRENCE CORPORATION	1,500.00	488321	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	488373	
			3,546.03*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.64	488258	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			101.64*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	10.04	488258	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	488373	
			221.04*
COUNTY CLERK			
OFFICE DEPOT	197.30	488207	
UNITED STATES POSTAL SERVICE	232.78	488258	
SIERRA SPRING WATER CO. - BT	101.83	488260	
RICOH USA INC	547.97	488323	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	488373	
			1,488.88*
COUNTY JUDGE			
CAYLA CALAMIA	400.00	488171	
LAIRON DOWDEN, JR.	500.00	488178	
OFFICE DEPOT	130.16	488207	
UNITED STATES POSTAL SERVICE	5.80	488258	
ROCKY LAWDERMILK	2,700.00	488268	
FRANCES BLAIR BETHEA	500.00	488304	
HARVEY L WARREN III	1,800.00	488305	
TEXAS ASSOCIATION OF COUNTIES	200.00	488354	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			6,334.96*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	941.09	488258	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			1,040.09*
COUNTY TREASURER			
CDW COMPUTER CENTERS, INC.	625.12	488237	
UNITED STATES POSTAL SERVICE	145.26	488258	
			770.38*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	2,453.36	488180	
UNITED STATES POSTAL SERVICE	33.77	488258	
CINTAS CORPORATION	93.64	488348	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			2,679.77*
GENERAL SERVICES			
SPINDLETOP MHMR	34,666.91	488200	
TIME WARNER COMMUNICATIONS	227.66	488225	
ADVANCED STAFFING	97.50	488236	
EAST TEXAS WATER PLANNING GROUP	3,530.79	488269	
PATTILLO BROWN & HILL LLP	11,000.00	488313	
LJA ENGINEERING INC	1,575.33	488318	
ALLISON, BASS & MAGEE, LLP	482.50	488361	
			51,580.69*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	118.08	488237	
SPS VAR LLC	8,640.00	488271	
MICRO FOCUS (US), INC.	2,210.97	488296	
VECTOR SECURITY	446.28	488351	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			11,514.33*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	59.37	488207	
UNITED STATES POSTAL SERVICE	181.94	488258	
			241.31*
ELECTIONS DEPARTMENT			
U-HAUL	58.90	488230	
SIERRA SPRING WATER CO. - BT	8.99	488260	
WESTERN MICROGRAPHICS & IMAGING	4,395.00	488316	
AT&T MOBILITY	1,354.88	488344	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			5,916.77*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	20.00	488197	
MIKE LAIRD	921.19	488198	
OFFICE DEPOT	40.37	488207	
TDCAA BOOK ORDERS	33.00	488223	
JAMES ARCENEAUX	43.37	488256	
UNITED STATES POSTAL SERVICE	143.40	488258	
MICHELLE R BRISTER	195.00	488282	
LUKE NICHOLS	117.23	488283	
SUMMER TANNER	369.60	488286	
THOMSON REUTERS-WEST	4,097.39	488331	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	488373	
			6,488.55*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	260.09	488258	
INSIGHT PUBLIC SECTOR INC	350.26	488337	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			709.35*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	8.39	488258	
LAW OFFICE OF CHARLES MCINTOSH	600.00	488369	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	488373	
			806.39*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	114.00	488331	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			213.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			99.00*
136TH DISTRICT COURT			
THOMSON REUTERS-WEST	45.36	488331	
			45.36*
172ND DISTRICT COURT			
OFFICE DEPOT	262.18	488207	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			361.18*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	595.00	488189	
OFFICE DEPOT	82.20	488207	
NATHAN REYNOLDS, JR.	800.00	488211	
MIKE VAN ZANDT	445.00	488231	
JOHN D WEST	800.00	488240	
UNITED STATES POSTAL SERVICE	52.77	488258	
SUMMER TANNER	1,108.80	488286	
M.K. HAMZA, PHD, P.A.	1,200.00	488324	
MATUSKA LAW FIRM	800.00	488336	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			5,982.77*
279TH DISTRICT COURT			
PHILLIP DOWDEN	880.00	488163	
NATHAN REYNOLDS, JR.	220.00	488211	
KEVIN PAULA SEKALY PC	325.00	488214	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	18.55	488258	
JOEL WEBB VAZQUEZ	110.00	488279	
REALTIME REPORTING SERVICES INC.	1,590.10	488311	
WILLIAM FORD DISHMAN	825.00	488332	
MATUSKA LAW FIRM	110.00	488336	
			4,078.65*
317TH DISTRICT COURT			
ANITA F. PROVO	500.00	488210	
KEVIN PAULA SEKALY PC	700.00	488214	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			1,299.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	50.14	488258	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			149.14*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.10	488239	
			.10*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	20.62	488258	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			119.62*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.19	488239	
			.19*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	2,681.86	488207	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			2,780.86*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	108.20	488207	
UNITED STATES POSTAL SERVICE	1.59	488258	
LEXIS-NEXIS	83.00	488259	
SIERRA SPRING WATER CO. - BT	87.85	488261	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			379.64*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	488161	
DONALD BOUDREAUX	500.00	488169	
EDWARD B. GRIPON, M.D., P.A.	595.00	488189	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	488203	
NATHAN REYNOLDS, JR.	650.00	488211	
JOHN D WEST	250.00	488240	
UNITED STATES POSTAL SERVICE	11.06	488258	
SIERRA SPRING WATER CO. - BT	43.86	488262	
JOEL WEBB VAZQUEZ	600.00	488279	
ANTOINE FREEMAN	300.00	488292	
LAURIE PEROZZO	250.00	488302	
TURK LAW FIRM	550.00	488325	
JARED GILTHORPE	250.00	488339	
LAW OFFICE OF CHARLES MCINTOSH	300.00	488369	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			4,898.92*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	800.00	488182	
JOHN D WEST	400.00	488240	
UNITED STATES POSTAL SERVICE	13.37	488258	
SIERRA SPRING WATER CO. - BT	6.48	488263	
JOEL WEBB VAZQUEZ	1,100.00	488279	
ANTOINE FREEMAN	300.00	488292	
LAURIE PEROZZO	500.00	488302	
TURK LAW FIRM	250.00	488325	
MATUSKA LAW FIRM	400.00	488336	
JARED GILTHORPE	1,250.00	488339	

NAME	AMOUNT	CHECK NO.	TOTAL
LAW OFFICE OF CHARLES MCINTOSH	250.00	488369	
			5,269.85*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.53	488258	
BUDDIE J HAHN	1,567.45	488365	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			1,666.98*
MEDIATION CENTER			
OFFICE DEPOT	75.96	488207	
SOUTHEAST TEXAS WATER	80.35	488219	
UNITED STATES POSTAL SERVICE	3.23	488258	
4IMPRINT, INC.	3,677.91	488265	
KARA HAWTHORN	90.16	488312	
INSIGHT PUBLIC SECTOR INC	1,138.35	488337	
			5,065.96*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	488373	
			396.00*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	35.00	488181	
FED EX	194.90	488185	
GT DISTRIBUTORS, INC.	46.78	488186	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,380.00	488195	
CASH ADVANCE ACCOUNT	1,525.87	488197	
OFFICE DEPOT	525.50	488207	
AT&T	138.44	488220	
CDW COMPUTER CENTERS, INC.	64.43	488237	
DEPARTMENT OF INFORMATION RESOURCES	537.46	488239	
VERIZON WIRELESS	3,457.63	488254	
UNITED STATES POSTAL SERVICE	1,143.65	488258	
RITA HURT	1,375.00	488315	
COVENANT TACTICAL LLC	443.00	488366	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	488373	
EDEN K9 CONSULTING & TRAINING CORP	825.00	488383	
			13,187.66*
CRIME LABORATORY			
W.W. GRAINGER, INC.	108.99	488188	
BROWNELLS, INC.	89.19	488235	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			297.18*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16,688.25	488173	
COASTAL WELDING SUPPLY	547.00	488175	
ECOLAB	569.90	488179	
JACK BROOKS REGIONAL AIRPORT	921.85	488196	
CASH ADVANCE ACCOUNT	998.91	488197	
M&D SUPPLY	2,882.24	488202	
SHERWIN-WILLIAMS	53.07	488216	
AT&T	30.57	488220	
TRAILER HITCH DEPOT	235.00	488238	
DEPARTMENT OF INFORMATION RESOURCES	1.42	488239	
LOWE'S HOME CENTERS, INC.	307.70	488267	
MCGRIFF, SEIBELS & WILLIAMS OF TX	14,500.00	488272	
TEXAS GAS SERVICE	632.45	488273	
WORLD FUEL SERVICES	343.90	488303	
A1 FILTER SERVICE COMPANY	765.20	488314	
SAM'S CLUB DIRECT	810.42	488322	
MATERA PAPER COMPANY INC	8,744.87	488330	
THOMSON REUTERS-WEST	3,841.73	488331	
GALLS LLC	2,643.09	488343	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	203.00	488347	
TND WORKWEAR CO LLC	98.85	488350	
TRINITY SERVICES GROUP INC	26,555.23	488363	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	488373	
LIBERTY GOLF CARS	4,190.00	488378	
			87,382.65*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	2.44	488184	
EDWARD B. GRIPON, M.D., P.A.	900.00	488189	
UNITED STATES POSTAL SERVICE	5.43	488258	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	488373	
			1,204.87*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	3,098.48	488173	
FLOWERS FOODS	53.83	488275	
BEN E KEITH FOODS	2,736.42	488276	
CENTERPOINT ENERGY RESOURCES CORP	158.67	488281	
WASTEWATER TRANSPORT SERVICES LLC	918.00	488338	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			7,064.40*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	53.23	488258	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			152.23*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	4.15	488258	
			4.15*
CONSTABLE PCT. 7			
AT&T	34.42	488220	
			34.42*
CONSTABLE PCT. 8			
THE PRODUCTIVITY CENTER	330.00	488264	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			429.00*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	115.36	488159	
TCAAA	200.00	488222	
TEXAS AGRILIFE EXTENSION SERVICES	1,695.00	488228	
JEFFERSON COUNTY CREDIT CARDS	38.50	488309	
DAVID OATES	49.84	488346	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	488373	
			2,309.70*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	86.61	488258	
BONNIE SWAIN	166.00	488308	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	488373	
EZEA D EDE MD	3,245.08	488374	
			3,695.69*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,302.00	488170	
CLAYBAR FUNERAL HOME, INC.	2,080.00	488174	
GABRIEL FUNERAL HOME, INC.	3,000.00	488187	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	488373	
EZEA D EDE MD	3,245.08	488374	
			9,825.08*
NURSE PRACTITIONER			
SERVET MUHITTIN SATIR	1,000.00	488379	
			1,000.00*
ENVIRONMENTAL CONTROL			
CASH ADVANCE ACCOUNT	1,111.40	488197	
DEPARTMENT OF INFORMATION RESOURCES	.02	488239	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			1,210.42*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	117.96	488207	
			117.96*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	488252	
			150.00*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	141.42	488202	
RITTER @ HOME	215.90	488212	
SANITARY SUPPLY, INC.	805.80	488213	
ACE IMAGEWEAR	203.70	488215	
AT&T	168.20	488220	
DEPARTMENT OF INFORMATION RESOURCES	592.76	488239	
OTIS ELEVATOR COMPANY	2,808.46	488274	
ADVANTAGE INTERESTS INC	189.95	488353	
AT&T CORP	5,659.17	488377	
			10,785.36*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	100.00	488176	
ENTERGY	157.15	488191	
TIME WARNER COMMUNICATIONS	434.92	488226	
DEPARTMENT OF INFORMATION RESOURCES	.34	488239	
PARKER LUMBER	35.11	488307	
VECTOR SECURITY	769.24	488351	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			1,595.76*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	23.16	488212	
ACE IMAGEWEAR	36.49	488215	
CENTERPOINT ENERGY RESOURCES CORP	83.81	488281	
ATTABOY TERMITE & PEST CONTROL	108.54	488301	
			252.00*
SERVICE CENTER			
SPIDLE & SPIDLE	4,734.79	488160	
HI-LINE	108.00	488193	
J.K. CHEVROLET CO.	175.02	488194	
MUNRO'S	61.69	488204	
OFFICE DEPOT	140.09	488207	
PHILPOTT MOTORS, INC.	151.26	488208	
AT&T	69.22	488220	
JEFFERSON CTY. TAX OFFICE	7.50	488242	
JEFFERSON CTY. TAX OFFICE	7.50	488243	
JEFFERSON CTY. TAX OFFICE	7.50	488244	
JEFFERSON CTY. TAX OFFICE	7.50	488245	
JEFFERSON CTY. TAX OFFICE	7.50	488246	
JEFFERSON CTY. TAX OFFICE	7.50	488247	
JEFFERSON CTY. TAX OFFICE	7.50	488248	
JEFFERSON CTY. TAX OFFICE	7.50	488249	
JEFFERSON CTY. TAX OFFICE	7.50	488250	
JEFFERSON CTY. TAX OFFICE	7.50	488251	
BUMPER TO BUMPER	88.76	488280	
LIBERTY TIRE RECYCLING LLC	200.20	488298	
THE GOODYEAR TIRE & RUBBER COMPANY	294.06	488357	
			6,098.09*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.96	488258	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			101.96*
			275,060.44**
MOSQUITO CONTROL FUND			
M&D SUPPLY	69.29	488202	
MUNRO'S	154.38	488204	
DEPARTMENT OF INFORMATION RESOURCES	.04	488239	
MCGRIFF, SEIBELS & WILLIAMS OF TX	14,900.00	488272	
CENTERPOINT ENERGY RESOURCES CORP	39.65	488281	
TEXAS AGRILIFE EXTENSION SERVICE	270.00	488294	
PARKER LUMBER	9.29	488307	
PRO CHEM INC	124.00	488320	
O'REILLY AUTO PARTS	20.71	488358	
NUTRIEN AG SOLUTIONS, INC	8,280.00	488360	
CY-FAIR TIRE	24.50	488362	
			23,891.86**
FEMA EMERGENCY			
MCINNIS CONSTRUCTION INC	92,009.35	488290	

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS DEPT OF STATE HEALTH SERVICES	309.00	488299	
BREATH ALCOHOL TESTING			92,318.35**
CMI INC	748.45	488172	
J.C. FAMILY TREATMENT			748.45**
BEAUMONT OCCUPATIONAL SERVICE, INC.	155.00	488266	
MARY BEVIL	1,188.00	488368	
LAW LIBRARY FUND			1,343.00**
THOMSON REUTERS-WEST	2,160.02	488331	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
EMPG GRANT			2,259.02**
AT&T	27.41	488166	
VERIZON WIRELESS	378.63	488252	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	488373	
GRANT A STATE AID			681.04**
HAYS COUNTY	5,910.00	488234	
TCSI, LLC	2,434.38	488367	
COMMUNITY SUPERVISION FND			8,344.38**
DEPARTMENT OF INFORMATION RESOURCES	47.60	488239	
UNITED STATES POSTAL SERVICE	37.34	488258	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	488293	
JEFF. CO. WOMEN'S CENTER			7,049.94**
PREMIUM PLUMBING	275.00	488209	
AT&T	147.30	488220	
SYSCO FOOD SERVICES, INC.	1,016.39	488221	
BURT WALKER PARTNERS, LTD	4,500.00	488232	
PETTY CASH - RESTITUTION I	157.43	488233	
DEPARTMENT OF INFORMATION RESOURCES	.33	488239	
BEN E KEITH FOODS	1,142.96	488277	
ATTABOY TERMITE & PEST CONTROL	45.00	488301	
SAM'S CLUB DIRECT	34.72	488322	
MATERA PAPER COMPANY INC	471.67	488330	
GLOBAL TEL*LINK CORP	1,000.00	488342	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
COMMUNITY CORRECTIONS PRG			8,889.80**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
DRUG DIVERSION PROGRAM			99.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
SHERIFF'S TRAINING GRANT			99.00**
ENTERPRISE RENT A CAR COMPANY	675.00	488340	
LAW OFFICER TRAINING GRT			675.00**
LAMAR UNIVERSITY	100.00	488199	
COUNTY CLERK - RECORD MGT			100.00**
MANATRON	11,584.24	488289	
COUNTY RECORDS MANAGEMENT			11,584.24**
UNITED STATES POSTAL SERVICE	4.24	488258	
DEPUTY SHERIFF EDUCATION			4.24**

NAME	AMOUNT	CHECK NO.	TOTAL
TEEX	595.00	488162	
			595.00**
J.P. COURTROOM TECH. FUND			
CDW COMPUTER CENTERS, INC.	159.42	488237	
			159.42**
HOTEL OCCUPANCY TAX FUND			
D&S SIGN & SUPPLY, INC.	1,490.00	488167	
ENTERGY	1,374.91	488191	
M&D SUPPLY	44.58	488202	
MUNRO'S	220.61	488204	
OFFICE DEPOT	279.44	488207	
DEPARTMENT OF INFORMATION RESOURCES	1.01	488239	
UNITED STATES POSTAL SERVICE	1.96	488258	
DISH NETWORK	122.65	488287	
JOSEPH SEMIEN	48.16	488288	
GRINNELL COMPUTERS	125.00	488349	
IMAGE 360 BEAUMONT	7,457.54	488356	
AT&T CORP	265.00	488377	
SETX PLUMBING SOLUTIONS, LLC	316.00	488380	
KIMBERLY BROWN	650.00	488381	
			12,396.86**
CRIME LAB FUNDING CJD			
CAYMAN CHEMICAL COMPANY	370.00	488306	
			370.00**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	488373	
			198.00**
CAPITAL PROJECTS FUND			
MCINNIS CONSTRUCTION INC	35,742.78	488290	
			35,742.78**
AIRPORT FUND			
COASTAL WELDING SUPPLY	61.95	488175	
LOUIS' YAZOO SALES & SERVICE, LLC	95.60	488201	
AT&T	373.62	488220	
TIME WARNER COMMUNICATIONS	105.54	488227	
E. SULLIVAN ADVERTISING & DESIGN	12,595.00	488241	
UNITED STATES POSTAL SERVICE	.92	488258	
CENTERPOINT ENERGY RESOURCES CORP	111.40	488281	
CRAWFORD ELECTRIC SUPPLY COMPANY	291.08	488326	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	22.46	488333	
AERO PERFORMANCE	767.04	488334	
CINTAS CORPORATION	402.69	488348	
TITAN AVIATION FUELS	20,101.37	488359	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	488373	
			35,027.67**
AIRPORT IMPROVE. GRANTS			
KSA ENGINEERS INC	34,871.00	488370	
			34,871.00**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	117,670.60	488355	
BAY BRIDGE ADMINISTRATORS LLC	162,681.03	488376	
			280,351.63**
SHERIFF'S FORFEITURE FUND			
A-1 TINT & ACCESSORIES	317.00	488156	
MCGRIFF, SEIBELS & WILLIAMS OF TX	21,325.00	488272	
SAM'S CLUB DIRECT	57.46	488322	
			21,699.46**
ARRC CORONAVIRUS RECOVERY			
CITY OF BEAUMONT - WATER DEPT.	269.81	488173	
WINNIE COMMUNITY HOSPITAL	49,000.00	488270	
			49,269.81**
MARINE DIVISION			

NAME	AMOUNT	CHECK NO.	TOTAL
BELL HELICOPTER TEXTRON, INC.	1,500.00	488164	
W.W. GRAINGER, INC.	90.27	488188	
JACK BROOKS REGIONAL AIRPORT	551.23	488196	
RITTER @ HOME	54.12	488212	
AT&T	88.92	488220	
VERIZON WIRELESS	151.96	488253	
MCGRIFF, SEIBELS & WILLIAMS OF TX	49,000.00	488272	
PETROLEUM SOLUTIONS, INC.	312.46	488278	
BUMPER TO BUMPER	208.37	488280	
THE DINGO GROUP-PETE JORGENSON MARI	631.50	488291	
WATSON PROPELLER	220.00	488297	
SPANKY'S WRECKER SERVICE INC	500.00	488319	
RC SERVICE	37.00	488328	
HELICOPTER INSTITUTE INC	15,500.00	488352	
IMAGE 360 BEAUMONT	224.74	488356	
NEXT GENERATION POWER ENGINEERING	262.17	488375	
			69,332.74**
SHERIFF-SPINDLETOP GRANT			
GALLS LLC	107.71	488343	
			107.71**
2020 PORT SECURITY GRANT			
SAFE BOAT INTERNATIONAL	355,051.63	488285	
			355,051.63**
			1,349,577.19***

ARTICLES OF AGREEMENT

Between
Jefferson County, Texas
And
The Jefferson County Sheriff's Association

October 12, 2021 - September 30, 2025

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ARTICLE I
PREAMBLE

Section I

This Agreement is made and entered into by and between the County of Jefferson, the Sheriff of said County, in the State of Texas, and the Jefferson County Sheriff's Association hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including Chapter 174 of the Texas Local Government Code, otherwise known as the Fire and Police Employee Relations Act.

Section II

The general purpose of this Agreement is to promote the mutual interests of the County and the Sheriff; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "policemen" as defined in the Fire and Police Employee Relations Act, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

Section III

The County, the Sheriff, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in Chapter 174 of the Local Government Code and all other applicable statutes.

ARTICLE 2
DEFINITIONS

1. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Sheriff, and the Jefferson County Sheriff's Association.

2. "Association" means the Jefferson County Sheriff's Association.

3. "Bargaining Unit" means all Correction Officers and Deputies who are employed by the Jefferson County Sheriff's Office, as defined in the Texas Local Government Code, Chapter 174, Section 174.003 (3).

4. "Base Pay" means the salary or wages paid to an employee, exclusive of longevity pay or any other supplemental pay or benefits.

5. "Board of Directors" mean those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.

6. "Corrections Division" means any work unit within the Sheriff's Office where officers are assigned to or work on security of the detention center and/or inmates, and are carried under the Corrections Division Budget.

7. "Correction Officer" means any sworn, full-time paid employee of the Corrections Division of the Sheriff's Office who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff.

8. "County" means the County of Jefferson, Texas.

9. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County, Texas.

10. "County Judge" means the duly elected or appointed County Judge who is charged primarily with the administration of Jefferson County, Texas.

11. "County Sheriff (or Sheriff)" means the duly elected or appointed Sheriff of Jefferson County, Texas.

12. "Office" means the Sheriff's Office of Jefferson County, Texas.

13. "Chief Deputy" means that employee in positions and/or job classifications one rank immediately below the Sheriff.

14. "Deputy" means any sworn, full time, paid employee of the Law Enforcement Division of the Sheriff's Office, who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff.

15. "Demotion" means reduction from a higher rank to a lower rank within the office.

16. "Dispute": means any and all disputes arising under the Contract, Dispute Resolution Procedure in Article 18.

17. "Emergency" means an unexpected happening or event, or an unforeseen situation or a crisis that calls for immediate action.

18. "Law Enforcement Division" means any working unit within the Sheriff's Office where officers are assigned to or work in duties that involve the use of Texas peace officer powers, and are carried on the Law Enforcement Division Budget, to include the Marine Unit.

19. "Negotiating Committee" means the bargaining unit member appointed by the Association President whose primary responsibility is contract negotiations with the County. This committee comprised of the Association President and equal amounts of members from both budgeted Divisions.

20. "Officer" means any Correction Officer or Deputy of Jefferson County as defined in this contract.

21. "Promotion" means advancement from a lower rank to higher rank within the Sheriff's Office.

22. "Regular Pay" means the total salary or wages paid to an employee, exclusive of overtime pay, but including longevity pay, and any other types of pay supplements that may be included in this agreement relating to education, specialized training or certification that are provided to an employee on a recurring basis.

23. "Standby" means that an off-duty officer has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the officer's freedom to use his/her time off as desired. It does not include any requirement to wear a cell phone or other such device and does not include any rule or regulation requiring response to a cell phone.

24. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests or to perform other usual and customary duties), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

25. "Suspension" means a person is suspended if, for any reason, he/she is relieved of duty by the Sheriff. A person who is suspended remains an employee of the Sheriff's Office, but may not perform any official act unless so directed by the Sheriff. The Sheriff may suspend an employee with or without pay.

26. "Termination" Means an employee is no longer employed by the Office as a result of disciplinary action.

27. "Disciplinary Action" means termination, suspension, and demotion, probation as defined under Article 28-Section III, and written reprimands.

28. "Disciplinary Probation" means probation given an officer for a serious offense, as set forth by the Sheriff, not to exceed six months.

ARTICLE 3
DURATION

Section I

This Agreement shall be effective as of the 12th day of October 2021, and shall remain in full force and effect until the 30th day of September 2025. In the event that the parties fail to reach agreement on a successor agreement prior to September 30, 2025, then this contract shall remain in effect thereafter until a successor agreement is reached, but in no event later than September 30, 2027.

Section II

In the event that a Sheriff other than the signatory to this Agreement takes office during the term of this Agreement, said new Sheriff may, no later than thirty (30) days after taking office, give the Association written notice of his/her intention to re-open negotiations with respect to those parts of this Agreement applicable to his/her rights and authority. The failure by the new Sheriff to give written notice within thirty (30) days, shall constitute consent that those terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Sheriff and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code, then all parts of this contract applicable to the Sheriff's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2027.

Section III

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

ARTICLE 4
RECOGNITION

Section I

The County and the Sheriff hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Officers as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

Section II

The County, the Sheriff and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Sheriff's Office Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

ARTICLE 5
PAYROLL DEDUCTIONS

Section I

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

Section II

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues timely deducted shall be paid to the legally designated representative of the Association.

Section III

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve-month period.

Section IV

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

Section V

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that the County per Fiscal Year shall deduct no more than one special assessment.

Section VI

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 6
CONDUCT OF ASSOCIATION BUSINESS

Section I

The Association shall have the sole and exclusive right to all time off rights set forth in this Section.

Section II

Any member of the Board of Directors shall have the right to visit the premises of the Sheriff's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Office. A member of the Board of Directors shall provide a written request to the Sheriff about any visitation of the premises. The Sheriff shall not unreasonably deny any request to visit the premises.

Section III

Consistent with the Association leave pool provisions in Section 4 herein, the Association's negotiating team will be of equal number of members to that of the County. The members shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted. The county agrees not to have a negotiating team that exceeds five (5) members. The parties may by mutual agreement waive this restriction.

Section IV

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any individual shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Sheriff shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each member of the Association shall donate four (4) hours per year at the beginning of each new Calendar Year from vacation time to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried over into the next year.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the officer's name; (2) the officer's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his/her designee authorizing such leave. The County Auditor will maintain a record of such leave accrued and taken.

D. The Association business leave may be suspended by the Sheriff for the following: in times of emergency: for lack of manpower: or for an operational contingency.

E. The Association President shall notify the Sheriff in writing at least five (5) days in advance of any Board members attending any Association business, which is outside the boundary of Jefferson County. Such notice shall state the nature of the business to be attended, the date, time and place of said business, and the name of the Board member(s) attending, and how long the Board member(s) will be on business outside the boundary of Jefferson County.

F. One member of the Board shall be permitted to speak at shift roll-call meetings about any matter pertaining to Association business for a period not to exceed a total of five (5) minutes. Prior to speaking at such roll calls, the Association representative shall notify the on duty shift supervisor prior to roll call that he/she intends to speak; and the subject matter to be discussed.

ARTICLE 7
BULLETIN BOARDS

The Association shall have the sole and exclusive right to maintain bulletin boards as set forth in this Section. The Association may maintain at least four (4) bulletin boards at the Office. One bulletin board shall be located in each of the following locations: the patrol squad room, Sub-County Court House, Jefferson County Narcotics Office, and the main detention centers.

The boards may be used for the following notices:

(1) Recreation and social affairs of the Association.

(2) Association meetings.

(3) Association elections.

(4) Reports of Association committees.

(5) Rulings or policies of the State or National Association.

(6) Legislative enactments and judicial decisions affecting public employee labor relations.

(7) Notices or announcements pertaining to the political activities of this Association. Posting of these notices shall be in compliance with the Texas Election Code and any other applicable laws.

ARTICLE 8
DISALLOWED PRACTICES

The County, Sheriff or the Association, as applicable, shall not engage in the following practices:

A. Interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under Chapter 174 of the Local Government Code as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any employee because he has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under Chapter 174 of the Local Government Code Fire and
Police Employee Relations Act.

G. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the
County to interfere with any officers in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act or under this Agreement.

ARTICLE 9
OFFICER EXCLUSIONS AND SPECIAL PROVISIONS

All officers shall serve an initial probationary period of one year from the date of employment.

Any probationary officer shall have benefit of all wages, hours and terms and conditions set forth in this Agreement, except that such officer shall be excluded from coverage under Article 28, "Disciplinary Actions"; specifically, the Sheriff may terminate a probationary officer with or without cause, and no probationary officer may appeal his or her termination pursuant to Article 28.

ARTICLE 10
NO STRIKE CLAUSE

Section I

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow downs or any other form of work stoppage or interference with business of the County or Sheriff Department, and will cooperate with the County and Sheriff in preventing and/or halting any such actions.

Section II

Subject to Article 28, "Disciplinary Actions," the Sheriff may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by Section I of this Article. The Sheriff may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

ARTICLE 11
MANAGEMENT RIGHTS

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 12, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Sheriff to operate and manage their affairs in all respect and in accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 12, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Sheriff.

ARTICLE 12
MAINTENANCE OF STANDARDS

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Sheriff or by Commissioner's Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

ARTICLE 13
UNIFORMS, SAFETY AND EQUIPMENT

The Sheriff, his/her designee and the Association Board Members in agreement to better the safety of the Jefferson County Sheriff's Office employees shall requisition such needed equipment within 10 days of request submittal. This agreement insures accountability and cooperative management of Sheriff's Office equipment.

Section 1
Uniforms, Equipment & Radios

A. Law Enforcement Division Uniforms and Equipment.

The County shall provide law enforcement Deputies with required uniforms according their work assignments. Every Deputy assigned to the law enforcement division will be assigned the following uniforms and equipment:

- 1-long sleeve Class "A" uniform shirt
- 1-pair of pants
- badge
- S.O. pins
- under belt
- reflective traffic vest
- rain coat
- jacket
- flashlight
- full Sam Browne, including keepers, holster, magazine holder, Asp, Asp holder, flashlight & flashlight holder
- 2-pair handcuffs
- 2-handcuff cases
- portable radio
- radio holder
- body cameras (as required by unit).

Deputies can purchase a departmental-approved hat at their own expense. Additional uniforms and equipment will be assigned to Deputies as listed:

Patrol, Bailiff, and School Resource s Officer

- 1-uniform outer vest carrier
- 5-uniforms shirts
- 5-pair of uniform pants
- belt
- portable radio
- taser

- taser holder.

Criminal, Livestock, and Narcotics Investigator

- 1-tactical outer vest carrier
- 2-divisional uniform shirts
- portable radio.
-

Warrant Investigator

- 1-tactical outer vest carrier
- 2-divisional uniform shirts
- portable radio
- taser
- taser holder.

Marine Deputy

- 1-tactical outer vest carrier
- 2-short sleeve uniform shirts
- 2-long sleeve uniform shirts
- 2-pair of uniform pants
- 2-pair of uniform shorts (upon request)
- paddle holster (for gun)
- paddle magazine/cuff holder.
-

K9 Deputy 16

- 1-tactical outer vest carrier
- 5-short ripstop uniform shirts
- 5-pair of ripstop uniform pants
- portable radio
- taser
- taser holder.

B. Corrections Division Uniforms and Equipment

The County shall provide Correctional Officers with required uniforms according their work assignments as listed:

Corrections Officer

- Badge
- Cuffs with cuff case
- Clear Plastic Bag
- S.O. Pins
- 5-Tactical Pants
- 5 Polo's (3 short sleeve and 2-long sleeve)

- 1-Class A Shirt
- 1-Class A Pants
- Winter Jacket
- Wind Breaker
- Belt
- Beanie
- Solid Black Raincoat
- portable radio
- radio holder.

Officers can purchase a departmental-approved hat at their own expense.

Supervisors
Same as Corrections Officers, and in addition:

- mace
- mace holder
- camera with SD card
- taser
- raincoat.

Transfer Officer

- Ballistic Vest
- Outer Carrier
- Sam Brown Belt
- Under Belt
- Belt keepers
- cuffs with cuff case
- holster
- magazine holder
- jacket
- raincoat
- traffic vest
- 5-undervest shirts
- 5-patrol pants
- portable radio
- radio holder.

K9 Officer
Same as Corrections Officers, and in addition:

- Ballistic Vest
- tactical outer carrier
- 1-short ripstop uniform shirt
- 1-pair ripstop pants.

Section II
Protective Body Armor

The County shall provide each Deputy assigned to the Law Enforcement Division, Transfer Officer, Work Release Officers, and K9 Officers with protective body armor. The minimum specification for the protective body armor will be a threat level IIIA or higher as determined by the Sheriff and the Association. The County shall replace any protective body armor that: (1) has sustained job-related damage that renders the vest unsafe for continued use; (2) does not meet the minimum specifications; and/or (3) exceeds a usage time recommended by the manufacturer.

Section III
Vehicles

A. Vehicle Maintenance.

All issued vehicles and vehicle equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged shall be reported the unit supervisor.

The Jefferson County Sheriff's Association shall establish an assessment team to evaluate the conditions of vehicles every year before budget request. The team will present the vehicle assessments to the Sheriff and Commissioners Court.

B. Vehicle Requirements - Law Enforcement Division.

The County shall furnish the below-designated law enforcement division units with vehicles that contain the following equipment:

Patrol/Warrants/Interdiction Vehicles

- Two-way radio
- pump shotgun
- flashlight
- first aid kit
- gunshot trauma kit
- in-car recording video system
- a cage
- shotgun or rifle rack
- flashlight charger
- fire extinguisher.

K9 Vehicles

- Full insert kennel with a cooling system
- gunshot trauma kit
- decal that identifies the vehicle as a K9 unit.

Criminal Investigation Division/Marine Unit/Livestock Vehicles

- Two-way radio
- flashlight
- fire extinguisher
- flashlight charger
- gunshot trauma kit.

Marine Unit Boats

The County shall furnish all boat units with:

- Flares
- fire extinguisher,
- two-way radio
- navigational lighting
- 1-Life Jacket (personal floatation device) (Level 3) with attached light device (which illuminates when wet) for every person on board
- Extra floatation devices for others brought on board due to exigent circumstances. (as per USCG Regulations)
- gunshot trauma kit.

C. Vehicle Requirements - Corrections Division.

The County shall furnish designated Corrections Division units with vehicles that shall be equipped as follows:

Transfer

- Two way radio
- first aid kit
- Cage
- Flashlight charger
- Fire extinguisher
- gunshot trauma kit

Work release and Supervisors

- Two-way radio
- First aid kit
- flashlight charger
- fire extinguisher
- gunshot trauma kit

K9 Unit

- full insert kennel with a cooling system
- decal that identify the vehicle as a K9 unit
- gunshot trauma kit

D. Gunshot Trauma Kits

The gunshot trauma kits provided for Law Enforcement and Corrections Division vehicles will include at a minimum the following:

- scissors
- latex gloves
- rolled gauze
- pressure bandages

The kits shall be located in the same place in every vehicle as agreed upon by the Sheriff and the Association Safety Committee.

Section IV
Penal/Traffic Codes

The County shall provide the following in either digital or hard copy format:

- the Detention Center Desk with an updated Penal Code and Traffic Code;
- each deputy in the law enforcement division with an updated Penal Code and Traffic Code; and
- each deputy assigned to traffic enforcement duties with an updated Traffic Code.

Section V
Officer Safety & Security Issues

A. Bargaining Unit Staffing

1. Except as modified in this Agreement, the Sheriff shall have the right at all times to set staffing levels for all Divisions, shifts and units.

2. The Corrections Division will be staffed by sufficient officers to ensure compliance at all times with the staffing requirements mandated and/or approved by the Texas Commission on Jail Standards (TCJS). The Sheriff will provide the Association President with a copy of each staffing plan submitted to and/or approved by the TCJS pursuant to T.A.C. Rule §275.4 (or its successor in function), and upon request, will consult with the Association concerning issues related to jail staffing.

B. Temporary Vacancies.

Each Division, shift or unit, as applicable, shall establish a seniority list of full-time officers assigned to that Division, shift or unit by rank. A temporary vacancy that occurs when an Officer is absent due to vacation, injury, sickness, compensatory time use, or similar reason, if filled, will be filled by a full-time officer only.

1. A temporary vacancy shall be offered first to the highest officer on the seniority list, and if declined, successively to the next senior officers until the assignment is accepted. Each subsequent temporary vacancy shall be offered first to the most senior officer after the one who accepted the previous assignment, and if declined, successively to the next senior officers until the assignment is accepted. In the event that no full-time officer accepts the assignment or in the event of an emergency the Sheriff shall have the option to fill the vacancy, or to appoint a full-time officer on a mandatory basis using a similar reverse-seniority process.

2. A temporary vacancy that occurs in either the sergeant or lieutenant rank, if filled, shall be offered to the most senior, full time officer of that same rank. Should the officer of the same rank decline or not be available to work the overtime position, the temporary vacancy shall be offered to the most senior officer in the other rank, either lieutenant or sergeant, as the case may be, proceeding down the seniority list in the rank until the overtime position is filled. In the event no Sergeant or Lieutenant fills the temporary vacancy, a Captain or Major of that Division can fill the overtime position. No Deputy will be assigned to supervise other Deputies on any shift. There shall be a rebuttal presumption that any supervisor responsible for filling temporary vacancies pursuant to this subsection made a good faith effort to contact officers on the applicable seniority list.

3. This Subsection shall apply solely to employees assigned to the Corrections Division. A mandatory overtime list shall be maintained on an annual basis. In event that overtime is necessary the supervisor will announce and/or send a SMS via blackboard announcing overtime is needed on his/her shift. All Officers will call to volunteer to work overtime and a list will be done in order of the highest seniority to the least seniority. If more Officers are needed after the volunteer lists have been exhausted then the mandatory overtime list will be enforced. If there are more Officers scheduled to work mandatory than actually needed on a shift, the needed overtime positions will be filled by seniority from that shifts mandatory scheduled list starting from the most senior Officer working down the list. Officers choosing not to fill a position on his/her mandatory scheduled day because of his/her seniority will be required to fill any shortage needed the following week on his/her mandatory scheduled day. If for any reason those two methods are exhausted and there are still duty post that needs to be filled, the Supervisor shall force from the seniority list of the previous shift starting from the least senior to the most senior. The parties by mutual agreement may modify this procedure to deal with changed circumstances.

C. Outside Employment.

No officer shall be eligible to work any outside employment until they have completed a departmental approved FTO program.

Officers shall not use the Association Leave Pool set forth in Article 6, Section 4, of this Agreement for working such security assignments sponsored by a non-profit organization or event.

ARTICLE 14
PROMOTIONS/APPOINTMENTS

Promotions
Section I

A. Promotional Examinations: A competitive promotional examination shall be given by the Sheriff's Office for promotion to the classifications of Sergeant and Lieutenant.

B. Temporary Duties in Higher Classifications: An Officer from the next lower classification may be designated to temporarily fill a position in a higher classification. The temporary performance of the duties of a higher position by an officer who has not been promoted as prescribed by this Agreement may not be construed as a promotion. An officer may not be temporarily assigned to duties in a higher classification for no more than ninety (90) consecutive calendar days annually.

Section II

Any officer working in a classification immediately preceding the vacancy shall be eligible for the promotional examination, subject to the following requirements:

A. Deputy Divisional Vacancy: Open to anyone who is certified as a peace officer. Regardless of job assignment the Deputy paid out of the Law Enforcement Budget will be required to complete the FTO program within one year of the transfer. The Sheriff shall retain the right to wave this requirement if the Deputy has been through a previous Certified FTO program with another Texas Law Enforcement Agency. The Sheriff may still require the Deputy to be placed into a modified FTO Program for policy and procedure training.

B. Law Enforcement Division Sergeant Vacancy: Exam open to any officer who has served a minimum of three (3) consecutive years in the Law Enforcement Division of the Jefferson County Sheriff's Office.

C. Law Enforcement Division Lieutenant Vacancy: Exam open to any Sergeant certified as a peace officer who has served a minimum of two (2) consecutive years in the Law Enforcement Division in the Sergeant classification of the Jefferson County Sheriff's Office.

D. Corrections Division Sergeant Vacancy: Exam open to any officer who is certified as a jailer and who has served a minimum of three Consecutive (3) years in the Corrections Division of the Jefferson County Sheriff's Office.

E. Corrections Division Lieutenant Vacancy: Exam open to any Sergeant who has served a minimum of two (2) consecutive years in the Corrections Division in the Sergeant classification. In the event that there is only one (1) person competing for a promotional vacancy, then the time requirement for that promotional position shall be waived and the Sheriff shall establish, for that promotional examination only, lesser time requirements in six month intervals that will allow at least two (2) officers to be eligible for the examination (e.g.; if only one officer applies for a Sergeant vacancy in the Law Enforcement Division, then the 2-year requirement will be waived, and the Sheriff may readjust the requirement to a lesser time period, so that at least two (2) officers may compete for this particular examination in six month intervals).

F. Divisional lateral Transfers. The Sheriff reserves the right to transfer anyone, to any position at any time that he/she deems necessary so long as the individual meets the minimum criteria that the job requires and will not suffer a deduction in wages within their own budgeted Division.

Appointments

The Sheriff reserves the unfettered right to appoint, at her discretion, persons to the rank of Captain, Major, Chief Deputy, and Administrative Assistant. Bargaining unit members holding the position of Captain and Major shall receive pay and benefits in compliance with the appropriate section of Article 19, Wages. The appointed positions not referenced in Article 19, Wages, shall have wages and benefits set by Commissioners Court.

Section III

Posting Notice

In the event that a vacancy exists where a competitive examination is required, the Sheriff's Office shall post a notice of the examination on all Association bulletin boards no less than thirty (30) days prior to the examination. The notice shall include the following: name the position and the division in which the opening occurs; state the requirements for the position; state the category of Officer who is eligible to apply for the position (subject to Section 2, above); advise prospective applicants that a written test and oral board exam will determine the awarding of the position; state where to apply for testing procedures and the deadline for applications; state the testing date; advise which materials need to be studied and of the availability of these materials.

Study Material

The sheriff shall make available the study material required for the promotional examination to each applicant who applies for the examination. The applicant shall be required to return the study material in good condition before being allowed to take the examination.

Section IV

The procedure for all competitive examinations given by the Sheriff's Office under this Article shall be as follows:

A. The written examination shall be administered by Training Division Personnel and consist of multiple choice and/or true/false questions. Each candidate must score 70% or higher on the written test in order to participate in the remainder of the promotional examination procedure. The written examination shall be worth fifty (50) points of the total examination score; i.e.; written, oral. The written examination shall be graded in the presence of the officer taking the examination. The officer shall be given the right to review the questions and the answers of the test before leaving the testing area to determine if any questions need to be challenged. If needed an officer has two (2) working days to file a written appeal with the Sheriff challenging any question in the written examination. The Sheriff or his/her designee shall review all written appeals and make a final binding decision within five (5) working days.

B. No oral board member shall know the results of the written examination prior to the totaling.

C. The oral board shall consist of three (3) members, who shall be randomly selected by the drawing of names with an Association Board Member and Sheriff's representative from a pool consisting of all persons of equal rank or higher from the same division from which a vacancy exists. No individual shall serve on the board after having served on the board within the last six months.

D. The oral board examination shall consist of 5 questions, and shall be worth fifty (50) points of the total examination score. Clarifications questions may be asked by any board member.

E. The oral board shall question applicants as to areas pertinent to the open position. All applicants shall be asked the same questions. Responses shall be scored from 1-10 and recorded on a score sheet.

F. The score assigned to each answer shall not be discussed among the members of the board. Each board member shall determine scores individually.

All score sheets shall be submitted to the Chair for totaling.

G. After all applicants have been examined; scores will be averaged on each question to determine the final score of the oral board. The oral board score, and written examination score shall be added to determine the applicant's final overall score. Within twenty-four (24) hours after completion of the oral board, the average score of each officer shall be posted on the Association-approved bulletin.

H. The top five highest scoring candidates shall have their names submitted to the Sheriff for consideration. A tie for any position among the candidates shall be broken by seniority; the candidate with the highest Divisional seniority shall be given the higher position. The Sheriff may select any one of the five candidates for the promotion. There shall be no appeal from the Sheriff's decision to promote under this Article.

I. Test scores for all promotional examinations shall remain valid for one year from the date that the final scores are established or until all candidates who scored 70 points or more are promoted, whichever occurs first.

J. All final results shall be submitted to the Chair of the Oral Board, and each candidate may look at the results of his or her written and oral board examinations.

K. There shall be a six (6) month probationary period for any officer promoted under this Article from the effective date of the promotion. The Sheriff may demote any such officer during the probationary period, and shall give written reasons for the demotion. Any officer demoted pursuant to this subsection shall have no right to appeal under Article 28, "Disciplinary Actions."

ARTICLE 15
SENIORITY

Section I
Definition

Seniority, for the purposes of this Article, shall be defined as "time in grade" by an officer with the Sheriff's Office. Time in grade is the *total* amount of time the officer has spent at the officer's current rank (i.e., Corrections Officer, Deputy, Sergeant, etc.). Time in grade is the measure by which all seniority questions are considered unless the specific phrase "overall time of employment" is used.

Section II
Applicability

Consistent with the Sections of this Article, seniority shall apply in the selection of days off, vacation days, shifts for non-supervisors and layoff/recall.

Section III
Days Off/Vacations

Seniority shall be the sole factor in the selection of vacations, and based upon overall time of employment" with the Sheriff's Office. Seniority shall be the sole factor in the selection of days off. Between November 1st and 15th of each year, bids shall be submitted for vacation days for the following 12 months, to take effect on January 1. Between November 1st and 15th of each year, bids shall be submitted for shift assignments with notice to the officer on or before December 1 for shift assignments to be effective on or before January 1. The Sheriff reserves the right to deny a non-supervisory seniority shift bid if he believes the shift has too many or too few senior officers.

If an officer transfers from one shift, facility, unit, or division to another, (Either voluntary or mandatory and whether the result of an individual reassignment or a major shift change) that/those officer(s) shall bid on the days off that ore then open on the new assignment, and may not "bump" any other officer for days off or vacation.

Section IV
Lay-off/Recall

Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer in a Division; and recall beginning with the most senior officer in a Division.

SECTION V
Promotion Sergeant/Lieutenant/Captain/Major time in grade

In the event that two or more persons are being promoted to the rank of Sergeant, Lieutenant, Captain or Major on the same day, their relative seniority shall be determined by their overall time of employment with the Sheriff's Office.

Individuals promoted to the rank of Sergeant, Lieutenant, Captain or Major shall maintain divisional seniority.

ARTICLE 16
DETENTION CENTER JOB ASSIGNMENTS

Section I

Detention Center job assignments shall be determined by the Sheriff. Members interested in filling the position may express that interest on a form approved by the Sheriff.

Section II

If a position requires an additional license mandated by some other governmental agency, those individuals bidding for that position must possess the required license(s).

Section III

Removal from a detention center assignment cannot be appealed pursuant to Article 28, "Disciplinary Actions."

Section IV

Each section, unit and division shall have a posted chain of command for its particular area.

ARTICLE 17
RETIREMENT

Section I

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended.

Section II

The members of the bargaining unit shall contribute seven percent (7%) of their gross earnings, by payroll deduction, into the System each month. The County shall provide contributions to the System on the same basis as other county employees, with the actual contribution rate being actuarially determined annually by the plan administrator.

ARTICLE 18
CONTRACT DISPUTE RESOLUTION

Section I
Scope

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving discipline, which are subject to the procedure as set forth in Article 28, and except matters covered in Article 19, shall be resolved by the provisions in this article. A copy of all arbitration awards or grievance settlements shall be sent to the sheriff, county judge and county auditor.

Section II
Time Limits

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step 1 or Step 2 of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by an officer, the Association, the Sheriff or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written mutual agreement of the parties.

Section III
Grievance Process

A dispute as defined in Section 1 above shall be handled as follows:

Step 1

Each officer who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the officer knew or should have known of the existence of the alleged dispute, submit a copy of the written grievance to the Association Grievance Committee. The Association Grievance Committee shall notify the Sheriff in writing of the grievance in order to establish the timeliness of the grievance. An Association Grievance Committee created for that purpose shall decide as to the validity of the grievance. The Association Grievance Committee shall meet and render its decision within fourteen (14) calendar days after receipt of the grievance. In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and officer, if applicable) shall proceed to Step 2. In the event that the Association Grievance Committee decides that no grievance exists, then there shall be no further

action under this procedure.

Step 2

If the Association Grievance Committee in Step 1 determines that a grievance exists, the Association (and the officer, if applicable) shall submit the grievance in writing within fourteen (14) calendar days of the decision by the Association Grievance Committee to the Sheriff. The Sheriff or his/her designee shall provide a written response within fourteen (14) calendar days after receipt of the grievance. Grievances involving economic issues shall be filed with the County Judge. The County Judge shall provide a written response within fourteen (14) calendar days after receipt of the grievance. The President of the Association, or his/her designee, may file a class action grievance with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the grievance. The grievance by an individual officer or by the President of the Association shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the officer or Association President, as applicable.

Step 3

If the grievance has not been settled at Step 2, the Association President, the Sheriff or the County Judge may request within thirty (30) calendar days after receipt of the Sheriff's or County Judges' decision, that the grievance be submitted to negotiation. If a request for negotiation is made, the parties shall meet and confer concerning the grievance for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the grievance. If the parties cannot resolve the grievance with thirty (30) calendar days, then they shall certify in writing that no resolution has been made.

Step 4

If the grievance has not been settled at Step 2, or no request is made by any party pursuant to Step 3 to submit the grievance to negotiation, then the Association shall have thirty (30) calendar days from the date that the Sheriff and/or County Judge declined the grievance in Step 2 to give notice of its intention to submit the grievance to final, binding arbitration as hereinafter provided. If the grievance is submitted for resolution at Step 3, then the Association shall have twenty (20) calendar days from the date that the parties certify that they cannot resolve the grievance to give notice of its intention to submit the grievance to final, binding arbitration is hereinafter provided. The

parties shall arbitrate consistent with the provisions set forth in Attachment 2, which is incorporated by reference into this Article. Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

Section IV
Arbitration Hearing

As soon after selection as is reasonably practicable, the neutral arbitrator shall set a time and place for hearing the parties, in Beaumont, Texas, and at said hearing both the County and the Association shall be permitted to have representatives present and to present evidence and argument to the neutral arbitrator. Each party shall have the privilege of cross examining witnesses presented by the opposite party. The neutral arbitrator shall render a decision in writing within thirty (30) calendar days after completion of the hearing unless an extension of time is mutually agreed to by the parties. A decision by the neutral arbitrator shall be final and binding upon both parties.

Section V
Authority of Arbitrator

The sole function of the neutral arbitrator shall be to interpret the provisions of this Agreement and apply them to the specific facts of a grievance that is subject to arbitration. The arbitrator shall have no power or authority to change, amend, modify, supplement, fill in or otherwise alter this Agreement in any respect, to render any decision or provide any remedy with respect to any grievance or alleged contract violation arising after this Agreement; or to substitute his/her judgment for that of the County in the absence of, violation of this Agreement, of abuse of discretion or discrimination by the County. The express terms of this Agreement shall be the sole source of rights and/or obligations adjudicated or declared by the arbitrator. In no event shall any award be made retroactive beyond the time period referred to in Step 1.

Notwithstanding any other provision in this Agreement, a determination by the County that results in a reduction in the number of authorized, full-time paid deputy and/or correction officer positions is not subject to arbitration and an arbitrator shall have no jurisdiction to render a decision increasing the number of authorized and budgeted deputy and/or correction officer positions. The Arbitrator lacks jurisdiction on any other issue wherein the Arbitrator changes or limits the legislative authority of the Jefferson County Commissioners' Court.

ARTICLE 19
WAGES

Section I
Base Wages

Appointed positions not specifically referenced in this Article, shall have wages, benefits, and hours of work determined by the Commissioners Court.

Officers shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The wage tables listed below were effective on October 12, 2021 and shall remain in effective until September 30, 2025. If the county grants an across-the-board wage increase to non-bargaining unit employees that is greater than that granted to the bargaining unit, the members of the bargaining unit shall receive the additional percentage increase above and beyond the contractual agreed wages. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

MONTHLY, HOURLY AND YEARLY RATES

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 5, 2021 Rate of Increase (5.0%)			
Sheriff	**Hourly**	**Monthly**	**Yearly**
Deputy CLE 1 (0-12 months)	28.8750	5,005.00	60,060.00
Deputy CLE 2 (12-24 months)	30.6844	5,318.63	63,823.55
Deputy CLE 3 (24-48 months)	32.0038	5,547.33	66,567.90
Deputy CLE 4 (48-72 months)	33.3226	5,775.92	69,311.01
Deputy CLE 5 (72-96 months)	34.4915	5,978.53	71,742.32
Deputy CLE 6 (96-120 months)	35.6819	6,184.86	74,218.35
Deputy CLE 7 (120-180 months)	36.7546	6,370.80	76,449.57
Deputy CLE 8 (180+ months)	37.3015	6,465.59	77,587.12
Sergeant CLE Rate 45	39.8309	6,904.02	82,848.27
Lieutenant CLE Rate 46	41.7778	7,241.49	86,897.82
Captain CLE Rate 47	46.0852	7,988.10	95,857.22
Major CLE Rate 48	50.5576	8,763.32	105,159.81

CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 5, 2021 Rate of Increase (5.0%)			
Jail	**Hourly**	**Monthly**	**Yearly**
Corrections CL2-1 (0-12 months)	20.2388	3,508.06	42,096.70
Corrections CL2-2 (12-24 months)	23.0934	4,002.86	48,034.27
Corrections CL2-3 (24-36 months)	24.6737	4,276.78	51,321.30
Corrections CL2-4 (36-48 months)	25.8788	4,485.66	53,827.90
Corrections CL2-5 (48-60 months)	27.6963	4,800.69	57,608.30
Corrections CL2-6 (60-84 months)	28.2593	4,898.28	58,779.34
Corrections CL2-7 (84-120 months)	29.1087	5,045.51	60,546.10
Corrections CL2-8 (120+ months)	29.5433	5,120.84	61,450.06
Corrections CL2 Sergeant - Rate 45	35.9636	6,233.69	74,804.29
Corrections CL2 Lieutenant - Rate 46	38.4760	6,669.17	80,030.08
Corrections CL2 Captain - Rate 47	42.4428	7,356.75	88,281.02
Corrections CL2 Major - Rate 48	46.5619	8,070.73	96,848.75

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2022 Rate of Increase (4.0%)			
Sheriff	**Hourly**	**Monthly**	**Yearly**
Deputy CLE 1 (0-12 months)	30.0300	5,205.20	62,462.40
Deputy CLE 2 (12-24 months)	31.9118	5,531.38	66,376.54
Deputy CLE 3 (24-48 months)	33.2840	5,769.23	69,230.72
Deputy CLE 4 (48-72 months)	34.6555	6,006.95	72,083.44
Deputy CLE 5 (72-96 months)	35.8712	6,217.68	74,612.10
Deputy CLE 6 (96-120 months)	37.1092	6,432.26	77,187.14
Deputy CLE 7 (120-180 months)	38.2248	6,625.63	79,507.58
Deputy CLE 8 (180+ months)	38.7936	6,724.22	80,690.69
Sergeant CLE Rate 45	41.4241	7,180.18	86,162.13
Lieutenant CLE Rate 46	43.4489	7,531.14	90,373.71
Captain CLE Rate 47	47.9286	8,307.62	99,691.49
Major CLE Rate 48	52.5799	9,113.85	109,366.19

CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2022 Rate of Increase (4.0%)			
Jail	**Hourly**	**Monthly**	**Yearly**
Corrections CL2-1 (0-12 months)	21.0484	3,648.39	43,780.67
Corrections CL2-2 (12-24 months)	24.0171	4,162.96	49,955.57
Corrections CL2-3 (24-36 months)	25.6606	4,447.84	53,374.05
Corrections CL2-4 (36-48 months)	26.9140	4,665.09	55,981.12
Corrections CL2-5 (48-60 months)	28.8042	4,992.73	59,912.74
Corrections CL2-6 (60-84 months)	29.3897	5,094.22	61,130.58
Corrections CL2-7 (84-120 months)	30.2730	5,247.32	62,967.84
Corrections CL2-8 (120+ months)	30.7250	5,325.67	63,908.00
Corrections CL2 Sergeant - Rate 45	37.4021	6,483.03	77,796.37
Corrections CL2 Lieutenant - Rate 46	40.0150	6,935.93	83,231.20
Corrections CL2 Captain - Rate 47	44.1405	7,651.02	91,812.24
Corrections CL2 Major - Rate 48	48.4243	8,393.55	100,722.54

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2023 Rate of Increase (3.0%)			
Sheriff	**Hourly**	**Monthly**	**Yearly**
Deputy CLE 1 (0-12 months)	30.9309	5,361.36	64,336.27
Deputy CLE 2 (12-24 months)	32.8692	5,697.33	68,367.94
Deputy CLE 3 (24-48 months)	34.2825	5,942.30	71,307.60
Deputy CLE 4 (48-72 months)	35.6952	6,187.17	74,246.02
Deputy CLE 5 (72-96 months)	36.9473	6,404.20	76,850.38
Deputy CLE 6 (96-120 months)	38.2225	6,625.23	79,502.80
Deputy CLE 7 (120-180 months)	39.3715	6,824.39	81,892.72
Deputy CLE 8 (180+ months)	39.9574	6,925.95	83,111.39
Sergeant CLE Rate 45	42.6668	7,395.58	88,746.94
Lieutenant CLE Rate 46	44.7524	7,757.08	93,084.99
Captain CLE Rate 47	49.3665	8,556.86	102,682.32
Major CLE Rate 48	54.1573	9,387.27	112,647.18

CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2023 Rate of Increase (3.0%)			
Jail	**Hourly**	**Monthly**	**Yearly**
Corrections CL2-1 (0-12 months)	21.6799	3,757.85	45,094.19
Corrections CL2-2 (12-24 months)	24.7376	4,287.85	51,454.21
Corrections CL2-3 (24-36 months)	26.4304	4,581.27	54,975.23
Corrections CL2-4 (36-48 months)	27.7214	4,805.04	57,660.51
Corrections CL2-5 (48-60 months)	29.6683	5,142.51	61,710.06
Corrections CL2-6 (60-84 months)	30.2714	5,247.04	62,964.51
Corrections CL2-7 (84-120 months)	31.1812	5,404.74	64,856.90
Corrections CL2-8 (120+ months)	31.6468	5,485.45	65,825.34
Corrections CL2 Sergeant - Rate 45	38.5242	6,677.53	80,130.34
Corrections CL2 Lieutenant-Rate 46	41.2155	7,144.02	85,728.24
Corrections CL2 Captain - Rate 47	45.4647	7,880.55	94,566.58
Corrections CL2 Major - Rate 48	49.8770	8,645.35	103,744.16

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2024 Rate of Increase (3.0%)			
Sheriff	**Hourly**	**Monthly**	**Yearly**
Deputy CLE 1 (0-12 months)	31.8588	5,522.19	66,266.30
Deputy CLE 2 (12-24 months)	33.8553	5,868.25	70,419.02
Deputy CLE 3 (24-48 months)	35.3110	6,120.57	73,446.88
Deputy CLE 4 (48-72 months)	36.7661	6,372.79	76,473.49
Deputy CLE 5 (72-96 months)	38.0557	6,596.32	79,155.86
Deputy CLE 6 (96-120 months)	39.3692	6,824.00	81,887.94
Deputy CLE 7 (120-180 months)	40.5526	7,029.12	84,349.41
Deputy CLE 8 (180+ months)	41.1561	7,133.72	85,604.69
Sergeant CLE Rate 45	43.9468	7,617.45	91,409.34
Lieutenant CLE Rate 46	46.0950	7,989.80	95,877.60
Captain CLE Rate 47	50.8475	8,813.57	105,762.80
Major CLE Rate 48	55.7820	9,668.88	116,026.56

CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2024 Rate of Increase (3.0%)			
Jail	**Hourly**	**Monthly**	**Yearly**
Corrections CL2-1 (0-12 months)	22.3303	3,870.59	46,447.02
Corrections CL2-2 (12-24 months)	25.4797	4,416.48	52,997.78
Corrections CL2-3 (24-36 months)	27.2233	4,718.71	56,624.46
Corrections CL2-4 (36-48 months)	28.5530	4,949.19	59,390.24
Corrections CL2-5 (48-60 months)	30.5583	5,296.77	63,561.26
Corrections CL2-6 (60-84 months)	31.1795	5,404.45	64,853.36
Corrections CL2-7 (84-120 months)	32.1166	5,566.88	66,802.53
Corrections CL2-8 (120+ months)	32.5962	5,650.01	67,800.10
Corrections CL2 Sergeant - Rate 45	39.6799	6,877.85	82,534.19
Corrections CL2 Lieutenant - Rate 46	42.4520	7,358.35	88,300.16
Corrections CL2 Captain - Rate 47	46.8286	8,116.96	97,403.49
Corrections CL2 Major - Rate 48	51.3733	8,904.71	106,856.46

For the purposes of this Article, the average across the board wage increase given to non-bargaining unit county employees shall be calculated by averaging the percentage wage increase in that fiscal year of each non-bargaining unit county employee and determining the average wage increase of all non-bargaining unit county employees. The county may use cost of living adjustments, market surveys, reclassifications, or merit pay to determine the percentage increase of each non-bargaining county employee. The calculation of an across-the-board increase to non-bargaining unit county employees shall exclude the percentage of a wage increase of an employee based upon a promotion. The Deputy LE and Corrections Officer positions in the Law Enforcement and Corrections Center Divisions are pay grades only. Movement between all pay grades is based upon time in grade and pay grades are not subject to Article 14, "Promotions".

Any Corrections Officer may be assigned to the position of Maintenance Officer. Maintenance Officers shall be paid at the salary set by the County for the position or at their appropriate pay step as a Corrections Officer, which is greater.

SECTION II
Certificate/Education Pay

Officers will be provided $100.00 monthly, in addition to the base rate, whenever the officer attains either an Intermediate Certification through TCLEOSE, or an Associate Degree in Criminal Justice.

An Officer who attains an Advanced Certification through TCLEOSE, or a Baccalaureate Degree in Criminal Justice, or other four (4) year degree from an accredited college or university that is adjudged by the Sheriff to closely relate to Law Enforcement work, shall be provided $125.00 per month in addition to the base rate, and in addition to the $100.00 that is being provided for the Intermediate Certification or Associate Degree.

An officer who attains a Masters Certification through TCLEOSE or a Master's Degree adjudged by the Sheriff to closely relate to Law Enforcement work shall be provided $150.00 per month in addition to the base rate, and in addition to the $125.00 payment that is being provided for Advanced Certification and the $100.00 payment that is being provided for the Intermediate Certification.

No officer in the Department compensated pursuant to Section A of this Article shall receive more than a total of $375.00 monthly for the Certification/Education pay.

SECTION III
Transfer Officer/ Work Release Pay/Court Officers

Any officer assigned to perform duties as a Transfer Officer or Work Release Officer shall be filled by correctional officers from within the Correctional Division. Correctional Officers currently assigned as a transfer Officer or Work Release Officer shall be grandfathered for wages only and shall show no reduction in salary so long as he or she is performing such duties. Any assignment as a Transfer Officer or Work release Officer after the ratification of this agreement shall be paid in accordance with applicable Correctional Officer pay scale. For the purposes of this Section, the term "Transfer Officer" shall mean an officer whose primary duty is the transfer of prisoners to and from Jefferson County detention center and other detention centers either within or outside Texas.

Correctional Officers currently assigned as Court Officers shall be required to successfully complete the Department's FTO program in order to maintain the position of Court Officer. Upon ratification of this agreement, current Court Officers shall begin to accumulate seniority in the Law Enforcement Division. All future Court Officer positions shall be filled by Deputies from the Law Enforcement Division.

SECTION IV
Longevity Pay

In addition to the base wage rates, officers shall be compensated longevity pay at the rate of ($6.26) per month per year of service, to a maximum of twenty-five (25) years of service ($156.50 Monthly Maximum) by the County.

SECTION V
Increased Pay for Prior Experience

Any officer with one (1) or more years of experience who hires into Jefferson County Sheriff's Office from another agency may, at the Sheriff's discretion, begin pay at the pay level equivalent to their years of experience as compared to the Jefferson County Sheriff's Office pay scale, up to and not to exceed the step four level, as set out in Article 19 Section I, above. For the purpose of this section, experience shall be defined as full-time paid employment as a corrections officer or peace officer certified by the Texas Commission on Law Enforcement (TCOLE), the appropriate State authority, or Federal Government as applicable.

The Association Shall indemnify the County and the Sheriff and hold them harmless against any and all claims, demands suits or other forms of liability that may arise out of, or by reason of, any action taken by the County and/or the Sheriff for the purpose of complying with the provisions of this section.

SECTION VI
Divisional Transfers

An Officer who transfers from one division to another, shall, for the purposes of time in step, begin at the lowest pay step. However, in no event shall any transferring officer suffer a reduction in pay, except for disciplinary actions, failure to complete the FTO program or voluntary reassignment. Any other transferring officers shall maintain their current pay rate until they have accrued enough time in their new division that would entitle them to an increase in pay. At such time, the transferring officer's step shall henceforth conform to the normal pay step procedures spelled out in Article 19, Section 1, above.

Provided, however, that any supervisor (sergeant, lieutenant, captain or major) who voluntarily transfers and is required by the transfer to give up his rank, shall enter the new division at the highest non-supervisory pay the transferor earned before he or she became a supervisor.

Section VII
Specialty Pay

In addition to base wage rates, Deputies assigned to the SWAT team shall receive an additional $75.00 a month.

Deputies and Correction Officers assigned as a Field Training Officer shall receive an additional $75.00 a month, only while actively training.

Deputies and Corrections Officers designated by the Sheriff as translators shall receive an additional $75.00 a month. The Sheriff shall set the criteria for recognition for bilingual/translator designation.

ARTICLE 20
HOURS OF WORK & OVERTIME

SECTION I
Work Day/Work Week

Officers assigned to 8 or 10 hour shifts shall work a seven day workweek. Bargaining unit members assigned to 12 or 24 hour shifts shall have a 14 day work cycle as authorized by 29 U.S.C. §207(k). The work day for all officers shall include any shift briefings and training required by the Department.

SECTION II
Meal Period

All officers shall have no more than a thirty (30) minute meal period and no less than a twenty (20) minute meal period on any shift. Officers shall not be paid for the meal period unless called to duty during the meal period. An officer shall be completely relieved from duty during the meal period and may not be called to duty during the meal period except in an emergency. In the event that an officer is called to duty during the meal period then the meal period shall be rescheduled during the same shift or the meal period shall be subject to compensation as time worked at the option of the affected officer.

SECTION III
Overtime

A. Officers assigned to an 8 or 10 hour shift shall be compensated at time and one-half their regular rate for hours worked in excess of 40 hours per seven (7) day workweek. The scheduled workweek may be in excess of 40 hours. The Sheriff will attempt to provide advance notice of increases in the scheduled workweek. Excused absences with pay (specifically vacation, holiday, compensatory time, and funeral leave) shall be deemed at time worked for the purpose of computing hours worked. The work day for all officers shall include any shift briefings and training required by the Sheriff's Office.

B. Officers assigned to a 12 or 24 hour shift shall be compensated at time and one-half their regular rate for hours worked in excess of 80 hours per fourteen (14) day work cycle, as allowed by 29 U.S.C. §207(k). Excused absences with pay (specifically vacation, holiday, compensatory time, and funeral leave) shall be deemed as time worked for the purpose of computing hours worked. The work day for all officers shall include any shift briefings and training required by the Sheriff's Office.

SECTION IV
Court time

Officers shall be treated as on-duty for time attending court as a witness in a duty-related matter and the provisions of Section V shall apply. This provision applies to the following courts and hearings:

A. Federal Court
B. Grand Juries
C. State District Court
D. Justice Of The Peace Court
E. County Courts at Law
F. Municipal Courts
G. Juvenile Court Proceedings of any kind
H. Texas Alcoholic Beverage Commission Hearings
I. Parole Revocation Hearings
J. Any hearing conducted by an administrative law judge.

SECTION V
Call Back

Any officer called back to duty from off-duty or on a regularly scheduled day off shall be compensated at a minimum of two (2) hours pay at the rate of time-and-one-half the officer's regular rate of pay. An officer who without legitimate excuse fails to complete required paperwork is not entitled to call back pay if called back solely to correct the errors.

SECTION VI
Standby

In the event that an officer is ordered to standby by a supervisor authorized to order such standby at least forty-eight (48) hours prior to the commencement of duty, the officer shall receive one hour of pay at the straight time rate per eight hours of standby, or any fraction thereof. In the event that the officer is ordered to standby less than forty-eight (48) hours prior to the commencement of duty, the officer shall receive two (2) hours of pay the straight time rate per eight hours of standby, or any fraction thereof.

SECTION VII
Schedule Changes

Days off, schedules, shifts, tours of duty or assignments shall not be changed solely for the purpose of avoiding the payment of overtime to individual officers.

SECTION VIII
Election

An officer may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time. An officer may not accrue more than 480 hours of compensatory time. The County may elect to pay all or part of any accumulated compensatory time that exceeds 240 hours. However, by mutual agreement with the officer, the County may elect to pay all or part of any accumulated compensatory time.

SECTION IX
STEP Program

Overtime assignments to the STEP program shall be made consistent with current practices in effect in the Sheriff's Office as of the effective date of this Agreement.

SECTION X
Training time

Any training time required by the Sheriff's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article. The Sheriff's Office may adjust days off, schedules, tours of duty or assignments for the purpose of reducing overtime payments under this subsection.

SECTION XI
Emergency Closure

At a minimum, bargaining unit members will be compensated during emergency closures in accordance with County policy in effect as of May 2020.

ARTICLE 21
VACATIONS

Section I

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, an officer shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

MONTH OF EMPLOYMENT DAYS/HOURS OF VACATION

January 10 days/80 hours
February 9 days/72 hours
March 8 days/64 hours
April 7.5 days/60 hours
May 7 days/56 hours
June 6 days/48 hours
July 5 days/40 hours
August 4 days/32 hours
September 3 days/24 hours
October 2.5 days/20 hours
November 2 days/16 hours
December 1 day/8 hours

Section II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the employee was first employed. Vacation days shall be credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE DAYS/HOURS OF VACATION

1 through 4 10 days/80 hours
5 through 9 15 days/120 hours
10 through 14 20 days/160 hours
15 through 25 25 days/200 hours

Section III

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) consecutive months of service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of

service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

Section IV

Members of the bargaining unit who have at least fifteen (15) consecutive years of service may receive pay-in-lieu of no more than eighty (80) hours vacation annually, subject to funds being available in the budget for this benefit. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all officers making the request for the benefit.

Section V

In documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Sheriff for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

Section VI

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to officers so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination. Employees will not receive payment for vacation carried forward.

ARTICLE 22
HOLIDAYS

Section I

The following twelve (12) holidays shall be provided by the County.

New Year's Day, M.L. King Day,
Presidents Day, Good Friday
Memorial Day, July 4th, Labor Day
Veteran's Day, Thanksgiving and Day after Thanksgiving
Christmas Eve*, Christmas Day

In addition: (1) the County will provide Officers with any additional holidays afforded to other County employees during the life of this Agreement; and (2) the County may substitute a different holiday for one of the twelve (12) listed above, provided the County makes the same substitution for other County employees.

*Depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

Section II

If a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for actual hours worked. The Officers shall have the option of choosing compensatory time in lieu of pay.

For Officers assigned to the Marine Unit, if a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for 8 hours, and all other hours in said shift shall be paid at regular pay rate. The Officers shall have the option of choosing compensatory time in lieu of pay.

Section III

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and the working day after the holiday. In the event of illness on either the day before or after the holiday, the bargaining

unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

ARTICLE 23
SICK, FUNERAL & PERSONAL LEAVE

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

Section I

Four (4) hours of sick leave shall be accumulated per pay period. The maximum hour's that may be accumulated is 1440. Sick leave pay shall be at the regular rate of pay.

Section II

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes 90 days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

Section III

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine, illness in the immediate family, or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

Section IV

The Sheriff may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leaves shall be provided to the Auditor's office by the Sheriff. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, an officer must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

Section V

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

Section VI

Members of the bargaining unit employed prior to **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for one-half of their unused, accrued sick leave up to a maximum of 720 hours.

Members of the bargaining unit employed after **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for 10% of their unused, accrued sick leave.

However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

Section VII
Funeral Leave

In the event that an officer suffers a death in the family, the officer may take up to three (3) days off with pay. The word "family" shall include spouse, child, grandchild, parent, guardian, brother, sister, grandfather or grandmother of the officer, or of the officer's spouse.

Section VIII

Officers who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Officer is entitled to under Article 21 of this Agreement.

Section IX
Personal Leave

Subject to the approval of the Supervisor, officers may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These 16 hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that employees are unable to conduct during or because of normal working hours. Employees must schedule personal time off at least 24 hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes 90 days of employment. Each officer shall be credited

with 16 hours of Personal Leave each January 1 or upon employment.

ARTICLE 24
WORKERS' COMPENSATION

Section I

An officer who is injured on the job shall receive medical benefits, temporary income benefits, and Workers' Compensation leave as prescribed by the Texas Workers' Compensation Act (TWCA) and Article 3, Section 52e, of the Texas Constitution. If the officer remains incapacitated and/or in need of medical treatment after benefits available under Texas Constitution Article 3, Section 52e have been exhausted, the officer will be entitled to medical and temporary income benefits, if any, available under the TWCA and the Jefferson County Workers' Compensation Policy as then in effect.

Section II

Workers' Compensation leave taken in accordance with Section I of this Article will not be charged against the officer's other available leave accounts (sick leave, vacation leave, etc.) However, if an officer's entitlement to Workers' Compensation leave under Article 3, Section 52e of the Texas Constitution is exhausted, and the officer is receiving temporary income benefits under the TWCA and Jefferson County policy, the officer may use other available leave to supplement temporary income benefits to provide for the officer's full salary. The County may elect to count the officer's use of Workers' Compensation leave to satisfy its leave obligations under the FMLA.

Section III

If an officer has exhausted all Workers' Compensation benefits available under this Article and other law, the Commissioner's Court may, but is not required, to extend supplemental benefits to the officer if desired.

ARTICLE 25
LEAVE OF ABSENCE

Section I

After an officer's sick leave and all other available accrued leave have been exhausted and the officer has been absent for 80 hours without pay, the Sheriff shall recommend to the Commissioner's Court for approval to:

A Dismiss the officer; or

B. Place the officer upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

Section II

A leave of absence without pay may be granted at the discretion of the Sheriff, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

Section III

No vacation, sick leave or credit for retirement service shall accrue while an officer is on leave of absence without pay, for any reason.

Section IV

An officer shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

ARTICLE 26
MILITARY LEAVE

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred twenty hours per year. The employee should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, an employee must provide at least thirty (30) days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected employee's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Employees having a minimum of one year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

A. Compensation if the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County. To receive supplemental pay from the County, the employee must furnish a certified statement of the military pay and allowances for the time off. The employee must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the employee fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for employees on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement. Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Office), and shift assignments. During the period of military leave, employees shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance

Programs, with the employer contribution paid by the County and the employee contribution paid by the employee. The County Health and Life Insurance Programs contain exclusions for acts of war. Employees who are called to:

1) Active military duty during a conflict;

2) State active military service;

3) Service supporting the Department of Emergency Management operations;

4) Service supporting the Department of Homeland Security or

5) Any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the employee discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document. The employee must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such employee will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

ARTICLE 27
JURY DUTY

Officers shall be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Officers shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

ARTICLE 28
DISCIPLINARY ACTIONS

Section I

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Sheriff. For purposes of this Article, all disciplinary actions taken by the Sheriff are final except insofar as exempted hereinafter. For purposes of appeal of a disciplinary action, only the affected member of the bargaining unit may appeal a disciplinary action taken by the Sheriff. For purposes of this Article, only disciplinary action resulting in termination of a member of the bargaining unit may be appealed to the Citizens Advisory Panel set forth in Section 5. Other disciplinary actions imposed by the Sheriff (suspensions, demotions, written reprimands) are subject to Sections 2, 3 and 4 herein; and any disciplinary actions imposed by the Sheriff are final and non-appeal able.

Section II

Upon notification of a complaint filed by any person, such complaint shall be referred to the Internal Affairs Unit (hereinafter referred to as "I.A.U.") for investigation. The I.A.U. shall thoroughly investigate all complaints submitted to it and shall do so within a reasonable period of time consistent with the nature of the complaint being investigated. However, disciplinary action shall be taken on or before 180 calendar days from occurrence for misconduct, involving non-criminal related acts. Disciplinary action shall be taken on or before 180 calendar days from discovery for misconduct involving criminal related acts. Nothing herein requires that an officer be charged with a criminal offense for the misconduct to be involving criminal related acts. Investigations shall be conducted pursuant to the procedure set forth in Attachment 4 and incorporated by reference herein.

Section III

Upon the completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the merit of the accusation, which it believes should be imposed. The Board may find the case is Sustained (the complaint was supported), Not sustained (insufficient evidence to either prove or disprove the complaint), Unfounded (the complaint was false or didn't occur) or Exonerated (the act occurred but was legal, justified and proper under the circumstances). If the Board finds that a case is sustained, it shall then recommend the discipline, which it believes, should be imposed, including termination.

Upon completion of its investigation, I.A.U may, without recommendation, forward the results thereof to the Disciplinary Review Board (hereinafter referred to as the "D.R.B."). The Law Enforcement D.R.B will hear disciplinary cases of Law Enforcement Division bargaining unit members. The Corrections D.R.B will hear disciplinary cases of the Corrections Division bargaining unit members. Each D.R.B shall be composed of seven (7) persons selected as follows:

A. Three members of the D.R.B. shall be assigned from the bargaining unit and from the Division in which the affected employee is assigned. These three members must have completed probation at least 2 years before appointment and will be selected randomly.

B. Two members shall be citizens of Jefferson County, Texas, one of which shall be selected by the Association and the other by the Sheriff. Both citizens shall be vetted and approved by the Association and the Sheriff, however, if one party rejects the other's first selection, the party whose selection was rejected may submit 3 names to the other party, who must agree to one of the three.

C. Two members shall be appointed by the Sheriff from the bargaining unit holding the rank of at least Sergeant and no higher than major.

Three alternate D.R.B. members (one from the bargaining unit, one citizen, and one appointed by the Sheriff) shall also be selected in the same manner as above and shall serve in the absence of any serving board member in their respective groups.

The D.R.B. shall serve in cases involving deputies, correctional officers and supervisors.

Members chosen to serve on the D.R.B shall serve a term of one (1) year. Any person, who has had a disciplinary case that's proven to be sustained, cannot serve on the D.R.B for a period of twelve (12) months from the date the case was found to have been sustained.

Upon referral of a complaint from I.A.U, the D.R.B. shall hear the matter within ten (10) days of receipt of the complaint from I.A.U At the hearing before the D.R.B., the affected member may consult with a representative (who may not be present at the hearing) and present testimony; the complainants may present testimony; and I.A.U may present the evidence obtained during its investigation. The hearing shall be tape-recorded and a copy shall be made available upon request to the affected member. Deliberations of the D.R.B. shall not be recorded. Within seven (7) days of completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the

discipline, which it believes should be imposed. The D.R.B. may find the complaint is without merit; that the complaint has merit and recommend the disciplinary action to be taken; or that the complaint has merit and recommend termination.

Section IV

Upon determination of its recommendation on disciplinary action to be, the D.R.B. shall notify the Sheriff in writing of its decision. Within ten (10) work days of receipt of the written recommendation by the D.R.B., the Sheriff shall determine the disciplinary action to be taken against the affected member. The Sheriff may accept or reject either in whole or in part the recommendation of the D.R.B. If the D.R.B. recommends termination, the affected employee shall be placed on suspension with pay and relieved of duty until the Sheriff renders a decision.

Section V

In the event that the D.R.B. recommends termination of the disciplined officer, or the Sheriff terminates an officer by rejecting a lesser recommendation by the D.R.B. pursuant to Section 4 herein, the matter shall then be referred to a Citizens Advisory Panel (hereinafter referred to as "the Panel") unless the affected members signs a waiver. If the Sheriff's decision is to terminate the employee, he/she shall be placed on leave without pay until the Panel convenes and renders an opinion for the Sheriff to consider. The employee will remain on leave without pay until the Sheriff makes a final decision, at which time the employee shall either be terminated or reinstated. The Panel shall be comprised of three (3) residents of Jefferson County, Texas, unless otherwise agreed; and three alternates who shall also be residents of Jefferson County, Texas, unless otherwise agreed. The Panel members and alternates are named in Attachment 5, attached hereto and incorporated by reference into this Agreement. The Panel members and alternates shall serve a term that runs concurrent with the effective and termination dates of this Agreement. Within two (2) weeks of receipt of the recommendation for termination of the D.R.B. or the Sheriff's rejection of a D.R.B. recommendation for less than termination, the Panel shall hear the facts and circumstances surrounding the matter involving the disciplined employee. The time limit for any such hearing by the Panel shall not exceed eight (8) hours, except that by a majority vote of the Panel, the hearing time may be extended. The disciplined employee may have a representative to speak on his/her behalf. The Panel may hear testimony from the disciplined employee, the Association or the Sheriff or his/her designated representative. The Panel may rely in whole or in part on the testimony presented to the D.R.B. The disciplined employee and any complaining witness(s) may be examined and cross-examined. By a majority vote, the Panel may admit other relevant

oral or documentary evidence. The Rules of Civil Procedure and Civil Evidence shall not apply. The proceeding shall not be recorded. Any matter admitted to this hearing may not be used for any subsequent purposes. The parties agree that members of the Panel will not in any subsequent proceeding be called as witnesses to testify regarding matter presented to the Panel. After its hearing, the Panel shall convene in private and by majority vote determine if it recommends that the termination be reconsidered and lesser discipline imposed; or if the termination should stand. The recommendation of the Panel shall be forwarded to the Sheriff for a decision based upon that recommendation.

Within ten (10) days of receipt of the written recommendation of the Panel, the Sheriff shall determine if the officer should be terminated, or whether a lesser disciplinary action should be taken. The decision of the Sheriff shall be based upon whether or not just cause exists for the termination. For the purposes of this Section, the term "just cause" means that the discharge action of the Sheriff's Office was reasonable in light of all circumstances; or was done for good and sufficient reasons.

Section VI

Any affected member of the bargaining unit may elect to have the Sheriff, determine the merit of a complaint. The Sheriff may, in his/her discretion, elect to determine the discipline to be imposed. In the event an election is made by the Sheriff to not determine the merit, then the Officer may appeal pursuant to Section 3, 4, and 5 of this Article. In the event that such election is made by the Sheriff to determine the merit, the D.R.B. will not be convened to hear the complaint; but rather, the Sheriff may hear such evidence, as he deems appropriate. If the affected member notifies the Sheriff that he would like a personal conference, the Sheriff shall personally meet and discuss the incident with the affected officer before any disciplinary action is taken. The Sheriff, if he finds the complaint is sustained, will then determine the discipline to be imposed. The determination by the Sheriff shall be final.

Section VII

The Sheriff shall establish procedures and forms to be used by I.A.U. and the D.R.B. in their investigation of complaints and recommendations as to disciplinary matters.

ARTICLE 29
INSURANCE

Section I

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

Section II

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premiums for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half match, the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

ARTICLE 30
MISCELLANEOUS PROVISIONS

Section I

The County shall reimburse any officer for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of $700.00 per occurrence; provided that the officer files a written report of the incident within 24 hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the officer's work; and provided further that the officer provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within 30 days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality. Excluded from this provision are any items that are prohibited by the Sheriff for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Officer that does not aid in the furtherance of the job duties.

Section II

Officers may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

Section III

Officers shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any officer to perform non-bargaining unit work. In the event of exigent circumstances, such as a natural disaster, the Sheriff may require officers to perform work other than that normally and customarily related to the performance of duties.

Section IV

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are:

(1) Not in uniform;

2) Not displaying any badge, insignia or equipment of the Department; or

(3) Not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Department; or (3) not on duty.

Section V

If at any time during the term of this Agreement, and any extension thereof, the electorate of Jefferson County, Texas subjects the government of the County to a rollback election; and as result of such rollback election, the government of the County suffers a reduction in revenues due to a reduction in the tax rate, then the Association agrees to reopen the salary provisions of this Agreement set forth in Article 19 for the purpose of renegotiating such salaries.

Section VI

The Sheriff and/or County shall provide to every officer a copy, either digital or hard copy of all county personnel policies, Department operations manual and rules and regulations.

An electronic copy of this Agreement will be available to the Association for distribution.

Section VII

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

ARTICLE 31
CLOSING STATEMENTS

Section I
Savings Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section II
Full and Final Scope of the Agreement

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 12), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 12), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

Section III
Approval

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the 12 day of October, 2021, and has been approved by the Sheriff by her signature being affixed hereto, and has been ratified by the Jefferson County Association of Deputy Sheriffs and Correction Officers on the 6th day of October, 2021.

FOR THE COMMISSIONERS COURT:

Jeff Branick
County Judge

FOR THE SHERIFF:

Zena Stephens
Sheriff

FOR THE ASSOCIATION:

Aaron Morris
President

ATTACHMENT 1
Binding Arbitration

A. If a grievance in submitted to final, binding arbitration by the parties, the Sheriff and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Sheriff and the Association.

D. The Sheriff and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Sheriff and/or County and the Association shall share equally the fees and expenses of the arbitrator.

ATTACHMENT 2
Internal Affairs Procedures

Section 1.

Conduct of Interview

An interview of an officer under investigation shall take place at the Sheriff's Office. The officer may bring his supervisor with him to the interview. The officer shall be informed of the rank, name and command of the investigator and the identity of all persons present during the interrogation. The officer shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided. The interview shall be completed with reasonable dispatch and may include allowing the officer to give a voluntary verbal synopsis of events when involved in major incidents. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. The officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment, except that the investigator may inform the officer that his/her conduct or his/her failure to cooperate with IAD and its investigation can become the subject of disciplinary action resulting in disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

Section 2.

Right to Contact Attorney.

In all cases where an officer is to be interviewed concerning an alleged act which, if proven, may result in his temporary suspension or dismissal from the service, he shall be afforded a reasonable opportunity, but not to exceed forty-eight (48) hours, and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association (or CLEAT) before being interviewed. An attorney of his own choosing and/or a representative of the Association (or CLEAT) may be present during the interview. In the event that an officer appears with an Association representative or attorney, the Sheriff or other interrogating officer shall have the option of continuing or terminating the interview. In lieu of an interview, the Sheriff may provide the affected officer with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response sworn to and notarized under oath. If an officer is under arrest or is likely to be, or is a suspect or the target of a criminal investigation, the officer shall be given his/her rights pursuant to the Miranda Decision. The officer shall be given an exact copy of any written statement he may execute.

Section 3.

Recording of Interview.

IAD shall tape record any interview of an officer under investigation pursuant to Section 1 herein; and shall make a copy of said tape recording available to the officer being interviewed.

Section 4.

Notification of Findings.

The Sheriff shall provide written notice in a sealed envelope to the individual officer of the final status of any complaint filed with the Sheriff's Office, by mailing said written notice to the officer's last known address by certified, return receipt mail.

Section 5.

Use of Polygraph.

No polygraph shall be used to question an officer in an IAD investigation.

ATTACHMENT 3
Citizens' Advisory Panel

The Citizens' Advisory Panel, hereinafter referred to as "the Panel", shall be constituted for all purposes set forth in Article 25 of the Agreement. The following three residents of Jefferson County are designated to serve on the Panel as permanent members for the duration of this Agreement:

1. _____

2. _____

3. _____

In the event that any permanent Panel member, above, withdraws as a Panel member, is unable to complete his term as a Panel member, or is unavailable for a specific hearing, then one of the alternates, below, will be selected by the parties. The selection of an alternate will either be for one specific hearing (in which case the permanent Panel member will return to his duties at the next hearing); or in the event that the permanent member withdraws or is otherwise unable to complete his term, then for the duration of this Agreement. Any alternate will be selected by drawing an alternate panel member's name at random. The alternate members shall be:

1. _____

2. _____

3. _____

ATTACHMENT 4
Wavier of the Citizens Advisory Panel

Jefferson County Sheriff's Office
Internal Affairs Division

Waiver of the Citizens Advisory Panel

Date:
Re:

I hereby waive any further actions of the disciplinary process, defined in Article 28, Section V of the Articles of Agreement between Sheriff Stephens and The Jefferson County Sheriffs Association.

_____
Signed/Date

_____
Witness

End of Contract

Resolution

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

A RESOLUTION TO CAST VOTES IN THE ELECTION OF THE BOARD OF DIRECTORS OF THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT FOR THE 2022-2023 TERM OF OFFICE AS PROVIDED BY SECTION 6.03 (f) OF THE PROPERTY TAX CODE

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 26th day of October, 2021, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

RESOLVED that the County Judge is hereby directed to submit this Resolution to the Chief Appraiser before December 15, 2021.

RESOLUTION TO CAST VOTES FOR DIRECTOR FOR THE BOARD OF THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT

WHEREAS, Allison Nathan Getz is a resident of Jefferson County, Texas: and

WHEREAS, Allison Nathan Getz is a nominee duly qualified to serve as a Member of the Board of Directors of the Jefferson County Central Appraisal District;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jefferson County, cast their **746** votes to Allison Nathan Getz to serve as a member of the Board of Directors of the Jefferson Central Appraisal District for the 2022-2023 term.

The foregoing Resolution was adopted as a valid action of the Commissioners Court of Jefferson County at a duly noticed meeting of that body on October 26th 2021 at which a quorum was present and voting.

SIGNED this 26th day of October, 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 **October 26, 2021**

Receive and file executed Texas Historical Commission Antiquities Permit Application Form Archeology for the ExxonMobil Connector Pipeline Project.

AGENDA ITEM **October 19, 2021**

Consider, possibly approve, authorize the County Judge to execute a Texas Historical Commission Antiquities Permit Application Form Archeology for the ExxonMobil Beaumont Connector Pipeline Project.

DocuSign Envelope ID: 81221EDC-53A9-4664-965D-076C9B4F156A

ERM

PIPELINE IMPROVEMENT INITIATIVE (PII)

BCPL JEFFERSON COUNTY ANTIQUITIES PERMIT APPLICATION - FOR BEAUMONT CONNECTOR PIPELINE PROJECT

BTB-BC-BCPL-ET-RG-0003

Rev	Date	Revision Description	Originator	Reviewer / Endorser	Response Code	Approver
A	10/4/2021	Issued for Approval	Brooke Savant			
0	10/13/2021	Issued for Use	Brooke Savant			

clayey sediments. These soils are on broad coastal prairies. Slopes are mainly less than 1 percent, but range from 0 to 8 percent. The Beaumont series consists of very deep, poorly drained, very slowly permeable soils on coastal plains. These nearly level soils formed in clayey sediments on the Beaumont Formation of the Pleistocene Age. Slopes range from 0 to 1 percent.

The construction methods that will be used on Jefferson County property will include trenching (with the pipeline buried to a depth of three feet minimum unless directed otherwise by the landowner), and the two HDDs below Interstate 10 and the railroad/County Road 124. The HDDs will reach a depth of 55 feet (16.8 meters) below surface pending final HDD design. Multiple existing facility access roads will be utilized.

City of Beaumont Tracts

The 295-foot-wide (90 m) survey corridor (52.1 acres; 21.1 hectares) occurs on property owned or managed by the City of Beaumont, Jefferson County, Texas (Figures 4 and 5). One 36-inch diameter pipe will be installed along a 1.2-mile (1.93 kilometers) portion of the pipeline route. As the City of Beaumont is a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191). The BCPL corridor spans another PII pipeline corridor and workspace (Beaumont 2) that was surveyed in December 2020 under Antiquities Permit 9535 (Brignac et al. 2021) and permitted under NWP 12 SWG-2020-00193.

The soil association is classified as Lake Charles-Beaumont Clay. The Lake Charles series consists of very deep, moderately well drained, very slowly permeable soils that formed in clayey sediments. These soils are on broad coastal prairies. Slopes are mainly less than 1 percent, but range from 0 to 8 percent. The Beaumont series consists of very deep, poorly drained, very slowly permeable soils on coastal plains. These nearly level soils formed in clayey sediments on the Beaumont Formation of the Pleistocene Age. Slopes range from 0 to 1 percent.

A proposed 4,635-foot-long (1412.7 meters) HDD will be placed in the western half of the 12-acre tract. The HDD will be installed to a minimum depth of 110 feet (33.5 meters) below surface pending final HDD design. In addition to the HDD operation, mechanized land clearing and trenching (with the pipeline buried to a depth of three feet (0.9 meters) at a minimum unless directed otherwise by the landowner) will also occur.

Background Review

Prior to the beginning of Phase I archaeological fieldwork, a literature and records search was conducted by consulting the Texas Archeological Sites Atlas maintained by the Texas Archeological Research Lab (TARL). Historical maps and aerials were also reviewed to determine the likelihood that previously unrecorded historic sites occur in the vicinity. No previously recorded cultural resources are located within the Jefferson County or City of Beaumont properties.

Archaeological Field Methods

The standards outlined in the *Intensive Terrestrial Survey Guidelines* (Council of Texas Archaeologists 2020) will be used to guide the current field efforts for the Jefferson County and City of Beaumont tracts. The goal of the archaeological survey will be to determine if any

might not be fully defined if the evidence indicates artifacts could extend outside the APE. These situations will be noted on site forms and in the report.

Additional tests will be used to either delineate the boundaries of identified archaeological sites or establish that an artifact find spot is an isolated occurrence. To accomplish this, delineation tests surrounding artifact locations will be carried out until two negative shovel tests are recorded at 10-meter (32.1 feet) intervals in each of the four cardinal directions. Site delineations will not extend beyond limits of the Project survey corridor unless landowner permission has been established.

All sites and isolated finds will be recorded on standardized SHPO forms. Site forms will be submitted for all newly identified archaeological sites and isolated finds.

Reporting

ERM will complete a Phase I report that will incorporate the results of both the privately owned parcels and the Jefferson County and City of Beaumont properties. The report will conform to all Texas Historical Commission and Council of Texas Archeologists report guidelines. Analysis, if necessary, will include relevant characteristics of lithic, ceramic, faunal, historic, and other artifact classes. The report will document the environmental and cultural context of the Project area, background file search information, field methods, results, NRHP recommendations, and an assessment of Project effects.

Curation

Per Antiquities Code of Texas guidelines, any documents, photos, artifacts, and other relevant material associated with the authorized permit application will be curated at TARL.

References

Brignac, Harry, Edward Schneider, and William F. Stanyard
2021 Phase I Archaeological Survey: Beaumont 2 Pipeline Project-Revised Report. Prepared by ERM, Duluth, Ga. Prepared for ExxonMobil Pipeline.

Bureau of Economic Geology
1992 Geology of Texas. Bureau of Economic Geology, University of Texas at Austin.

Griffith, Glenn, Sandy Bryce, James Omernik, and Anne Rogers
2007 Ecoregions of Texas. Prepared for the Texas Commission on Environmental Quality.

Texas Parks and Wildlife Department (TPWD)
2020 Texas Ecoregions. Electronic Document, https://tpwd.texas.gov/education/hunter-education/online-course/wildlife-conservation/texas-ecoregions, accessed March 2020.

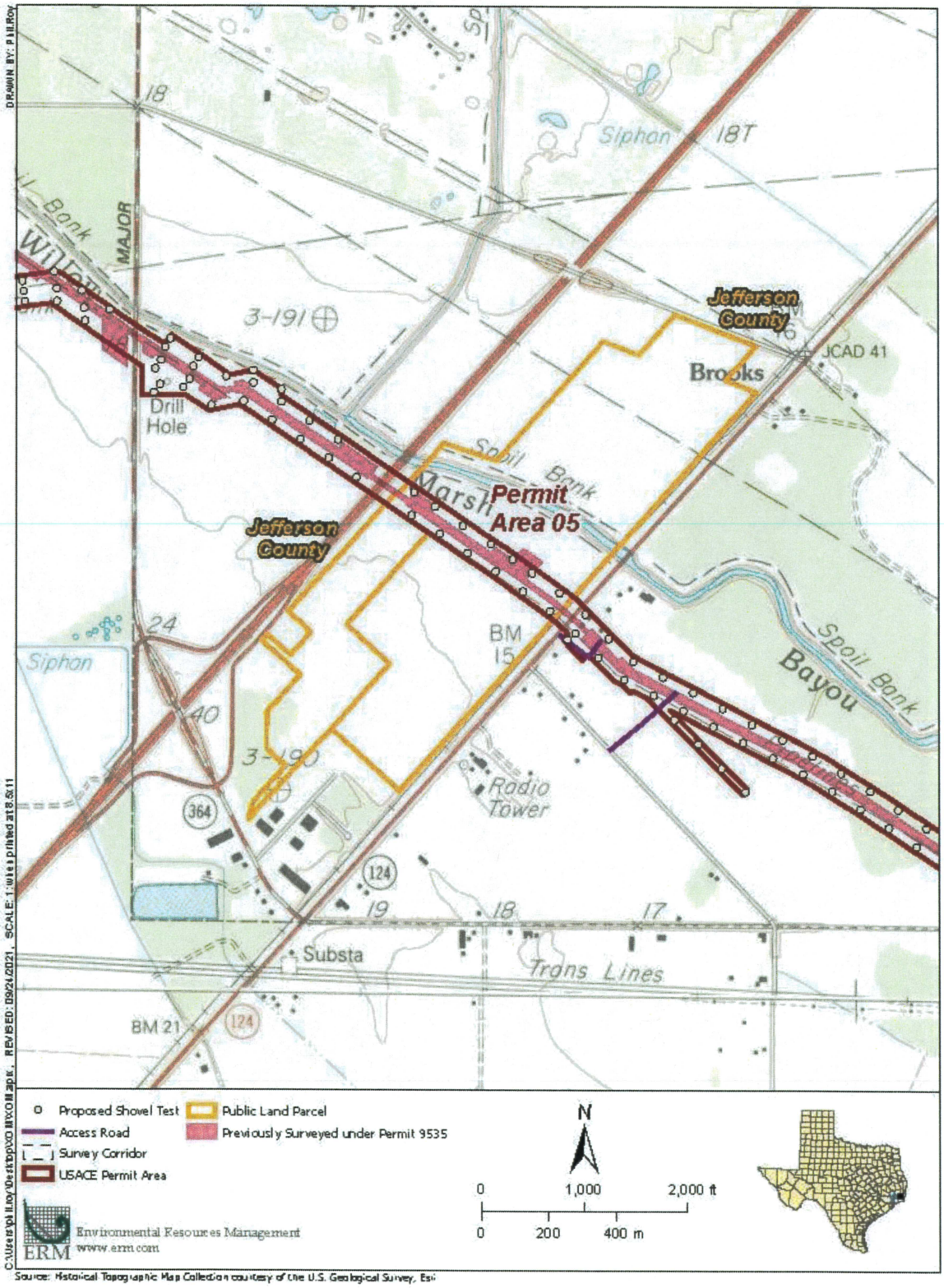

Figure 2: Jefferson County Tract, Topographic View

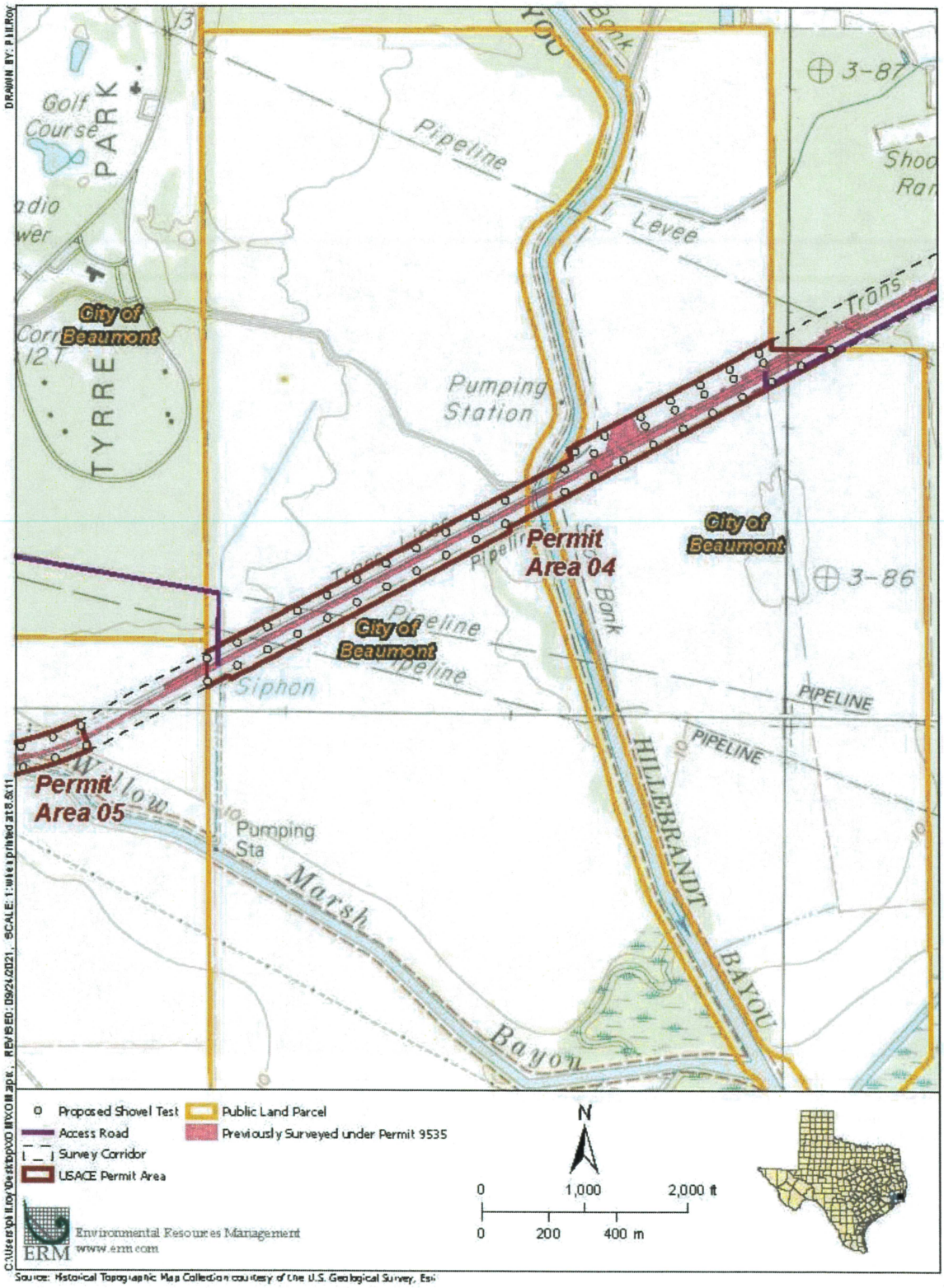

Figure 4: City of Beaumont Tract, Topographic View

DocuSign

Certificate Of Completion

Envelope Id: 81221EDC53A94664965D076C9B4F156A
Subject: Please DocuSign: BTB-BC-BCPL-ET-RG-0003_0.pdf
Source Envelope:
Document Pages: 12 Signatures: 1
Certificate Pages: 3 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Shailesh OD
Address Redacted
shailesh.od@exxonmobil.com
IP Address: 136.228.238.200

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Signer Events	Signature	Timestamp
Mike Sewell michael.l.sewell@exxonmobil.com Sr. Project Manager - Development ExxonMobil General Security Level: Email, Account Authentication (None)	DocuSigned by: Mike Sewell ACE0216C171840F... Signature Adoption: Pre-selected Style Using IP Address: 136.228.238.99	Sent: 10/13/2021 3:25:06 PM Viewed: 10/13/2021 3:28:07 PM Signed: 10/13/2021 3:28:37 PM

Electronic Record and Signature Disclosure:
Accepted: 7/1/2021 1:42:26 PM
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Company Name: Exxon Mobil Corporation

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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp
Jorge Villarreal jorge.villarreal@exxonmobil.com ExxonMobil General Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/13/2021 3:28:38 PM Viewed: 10/13/2021 3:31:28 PM

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ID: edc1cc33-2fa2-4db7-ba2e-8d4a30adc4fd
Company Name: Exxon Mobil Corporation

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/13/2021 3:25:06 PM
Certified Delivered	Security Checked	10/13/2021 3:28:07 PM
Signing Complete	Security Checked	10/13/2021 3:28:37 PM

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- I am authorized to do the specific type of work (approve, endorse, etc.) in the country where I am physically located when using DocuSign

Getting paper copies You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing the document.

How to contact Exxon Mobil Corporation: For email address changes or if you have questions about a document you receive please contact the sending ExxonMobil Business organization.

[1] ExxonMobil and/or ExxonMobil Affiliates mean (a) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (b) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation now or hereafter, directly or indirectly (1) owns or (2) controls, more than fifty per cent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents ("Affiliated Company") and (c) any joint venture in which Exxon Mobil Corporations, any parent of Exxon Mobil Corporation or an Affiliated Company has day to day operational control.

DocuSign Envelope ID: 81221EDC-53A9-4664-965D-076C9B4F156A

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) ExxonMobil Beaumont Connector Pipeline Project
County (ies) Jefferson
USGS Quadrangle Name and Number Beaumont West (1979; 30094-A2)
UTM Coordinates (Northwest End) Zone 15 E 386096 N 3320875
UTM Coordinates (Southeast End) Zone 15 E 386587 N 3320537
Location Approximately 0.6 miles south of the intersection of I-10 and Brooks Road
Federal Involvement ☒ Yes ☐ No
Name of Federal Agency U.S. Army Corps of Engineers
Agency Representative Jerry Androy

II. OWNER (OR CONTROLLING AGENCY)

Owner Jefferson County
Representative Jeff R. Branick, County Judge
Address 1149 Pearl Street
City/State/Zip Beaumont, TX 77701
Telephone (include area code)_____ Email Address _____

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor ExxonMobil Pipeline Company
Representative Michael Sewell
Address 2277 Springwoods Village Parkway
City/State/Zip Spring, Texas, 77389
Telephone (include area code) (832) 624-3885 Email Address Michael.l.sewell@exonmobil.com

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name William Stanyard
Affiliation ERM
Address 3300 Breckinridge Blvd, Suite 300
City/State/Zip Duluth, GA 30096
Telephone (include area code) (404) 317-0543 Email Address bill.stanyard@erm.com

(OVER)

AGENDA ITEM **October 26, 2021**

Consider and possibly authorize the County Judge to execute an Amendment to Agreement between Jefferson County and Global Tel*Link Corporation (GTL) for inmate phone services at the County Jail.

RECEIVED OCT 2 1 2021

GTL
The Power of Together

3120 Fairview Park Dr.
Suite 300
Falls Church, VA 22042
www.gtl.net

October 20, 2021

VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Jefferson County
1149 Pearl Street
Beaumont, TX 77701
ATTN: Jefferson County Judge

Re: Pending Amendment to Agreement

Dear Jefferson County:

Global Tel*Link Corporation (the "Company") and Jefferson County (the "Premises Provider") are parties to a certain Inmate Telephone Service Agreement, dated May 5, 2014, as amended from time to time (the "Agreement").

Effective October 26, 2021, the Company must make certain changes to inmate telephone service rates and ancillary service charges mandated by the Federal Communications Commission ("FCC") Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking issued in WC Docket No. 12-375 on May 24, 2021 ("FCC Order").

As you know, the parties have been in discussions over the past several months regarding the modifications to the Agreement necessary to comply with the FCC Order. Unfortunately, we have run out of time and the Company must implement certain changes to inmate telephone service rates and ancillary service charges or face steep penalties imposed by the FCC for failure to comply with the law.

The changes mandated by the FCC Order are required to take effect on October 26, 2021 (unless the FCC Order takes effect at a later date). Per the parties' verbal agreement to the changes reflected in the enclosed Amendment #6 to the Agreement (the "Amendment"), the Company will implement the changes set forth in the Amendment on the dates set forth in the Amendment regardless of any delay in signing the Amendment so that the Company can comply with the requirements of the FCC Order.

We look forward to continuing to work with you, and supporting you and the community you serve. We are ready to work with you at your convenience to finalize the Amendment to the Agreement. Thank you for your cooperation on this matter.

Sincerely,

Cheryl White, Account Manager

Enclosure

TOP WORK PLACES 2021 USA
TECHNOLOGY INDUSTRY TOP WORK PLACES 2021

AMENDMENT # 06 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 06 ("Amendment") takes effect October 26, 2021, or the effective date of the FCC Order (as defined below), whichever is later ("Effective Date"), and amends and revises that certain Inmate Telephone Service Agreement, dated Mary 5, 2014, as amended from time to time (the "Agreement"), by and between **Global Tel*Link Corporation** with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Company"), and Jefferson County, Texas, with an address of 1149 Pearl Street, Beaumont, TX 77701 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to extend the term of the Agreement on a rolling month to month basis, as further described below; and

WHEREAS, the Federal Communications Commission ("FCC") issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated ancillary service charges set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

   Inmate Telephone Services.

   Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: $ 0.16 per minute of use.

   Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: $ 0.16 per minute of use.

   International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order.

   No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

Ancillary Service Charges. The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	$3.00 per transaction
Use of live operator	$5.95 per transaction
Paper bill/statement	$2.00 per transaction
Use of third-party money transmitter (*e.g.*, MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	$6.95 per transaction, plus the adopted per-minute rate

2. Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the commission payable to the Premises Provider under the Agreement shall be $0.045 per minute of each completed billable ITS call, which shall be paid within forty-five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed billable ITS call, and shall replace any and all ITS commissions or other monies payable for ITS services under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.

3. The Term, as defined in the paragraph 1 of the Agreement, including any amendments thereto, is hereby modified and extended for an additional thirty (30) days with a new contract end date of December 4, 2021. Unless either Party notifies the other in writing of its intention not to renew this Agreement on at least thirty (30) days' notice prior to the expiration of the Term or any other period, this Agreement shall automatically renew for successive thirty (30) day terms (each a "Renewal Term"). The remaining language in in paragraph 1, including any amendments thereto, is without modification and remains in full force and effect.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall

control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.

Company **Global Tel*Link Corporation**	**Premises Provider** **Jefferson County, Texas**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ENG. DEPT. ORIGINAL

Permit Number: 05-P-21
Precinct Number: 4
Bond Number: SUR0066502

APPLICATION FOR PIPE LINE PERMIT

Date: 10/5/2021

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Kinder Morgan Inc., (Company)
does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:
Natural Gas, REPAIR AND REPLACE PIPELINE UNDER CLUB RD.
NO OPEN CUTTING OF ROADWAY. EXCAVATION EACH SIDE OF RIGHT OF WAY.

Number of drawings attached 1
Construction will begin on or after ~~10/10~~ 10/27 20 21

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 10/26/21 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

1 Road crossing @$100.00 $ 100.00

Miles parallel @$150.00/mile or fraction $

TOTAL $

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 exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Kinder Morgan Inc.	1755 W. Cardinal Dr.
Company Name	Address
Ben Albrecht	409-656-1404
Company Representative Name/Title	Phone Number

REV 2020

ENGINEERING ACTION FORM

The minimum standard bond required is $ 5000

County Engineer

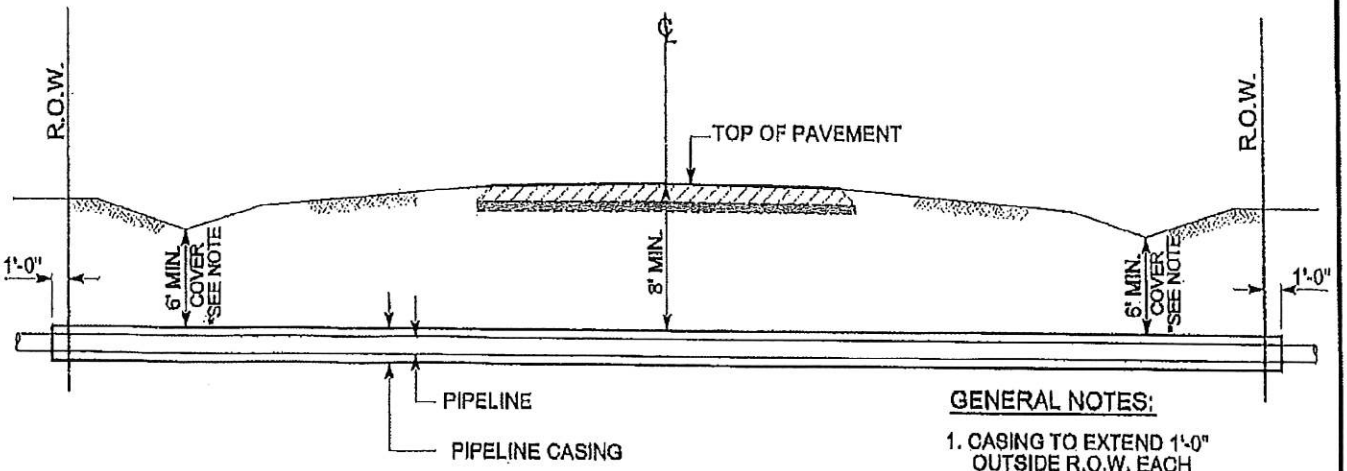
10/19/21
Date

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 Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ 5000.
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

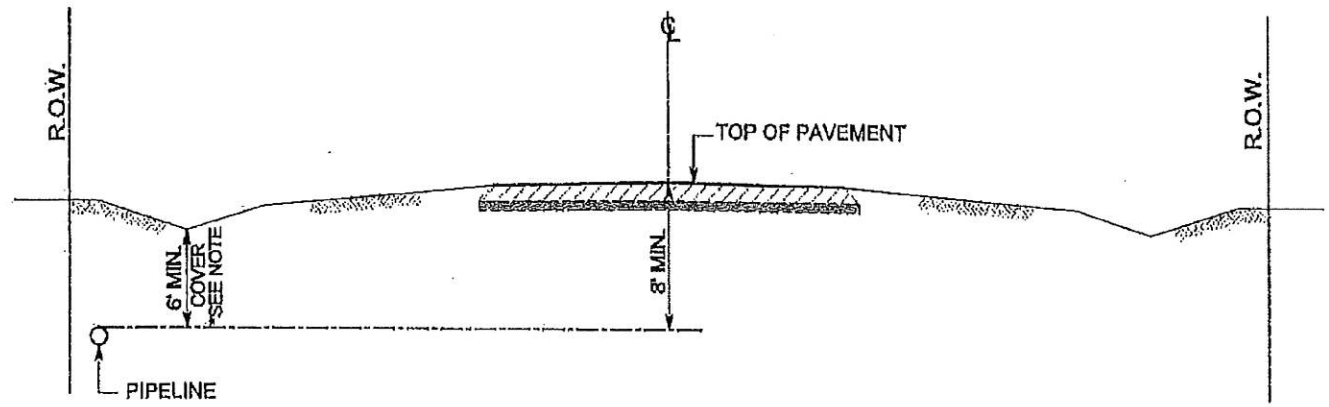


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 8'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S

JEFFERSON COUNTY ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.		SHEET NO. 1 OF 1
CHECKED:	S.S.	REVISED: 01/15/2020	

KINDER MORGAN
TEXAS PIPELINE LLC

COMMITMENT OF REPAIR TO COUNTY ROAD
AFTER REPAIR OF EXISTING PIPELINE
ON CLUBB ROAD - JEFFERSON COUNTY TEXAS

KINDER MORGAN TEXAS PIPELINE – KMTP Index 98
1755 West Cardinal Dr.
Beaumont, Texas 77705

October 10, 2021

State of Texas
County of Jefferson
Commissioners Court

To Whom It May Concern:
Please accept this commitment from Kinder Morgan Texas Pipeline, KMTP Index 98, that any damages resulting to any of the Jefferson County Roads or properties during our repair and maintenance project will be repaired back "as good or better" after our work is complete.
We are working currently with Jefferson County Engineering Group, and Precinct 4 Commissioners Office to make sure our project can be completed safely. The work will be in the Hwy 124 and Clubb Road area.

We appreciate and thank you for any advice or direction you would consider. Please contact me by phone 361-781-2362 or e-mail at lesterkoester@gmail.com if have any questions or concerns.

LESTER KOESTER

KINDER MORGAN- SIGNATURE GROUP

LOCATION INFORMATION - DIG #2019-21A-B
INDEX 98 - FANNETT TO GOODYEAR
10" X 5.6 MILE PIPELINE

PROJECT ENGINEER:	BEN ALBRECHT	CELL:	409-656-1404		OFFICE:	409-333-4141
PROJECT NUMBER :	N/A	ACTION ITEM:	2019-21A-B		KEYS:	
LOCATION:	D/S AGM #2	ATV:	NO		ACCESS BY:	TRUCK

SITE INFORMATION

DEPTH OF COVER AT RGW		FEATURE			CONDITION OF R.O.W.
UP STREAM	89"	LATITUDE:	29.94201318		UPSTREAM OF ROAD
DOWN STREAM	95"	LONGITUDE:	-94.2396556		AT PIPELINE XNG
		DEPTH OF COVER:	91	INCHES	

ACCESS NOTES

DIG SITE JUST NORTH OF HWY 124

COMMENTS:

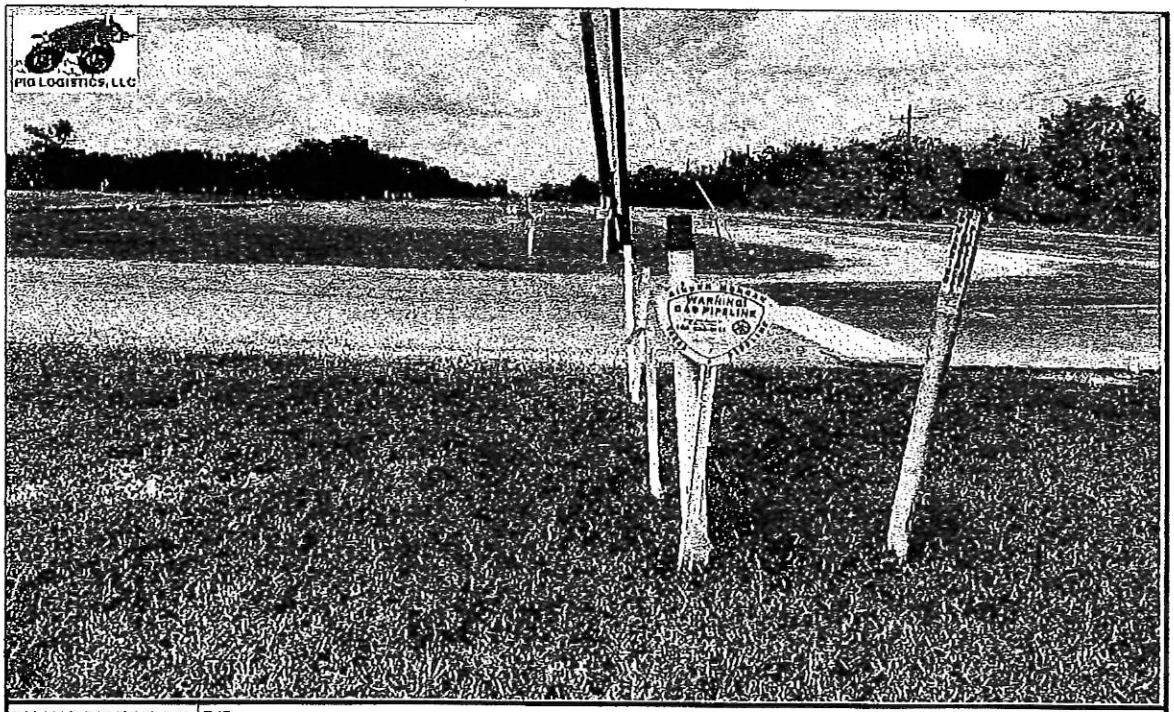
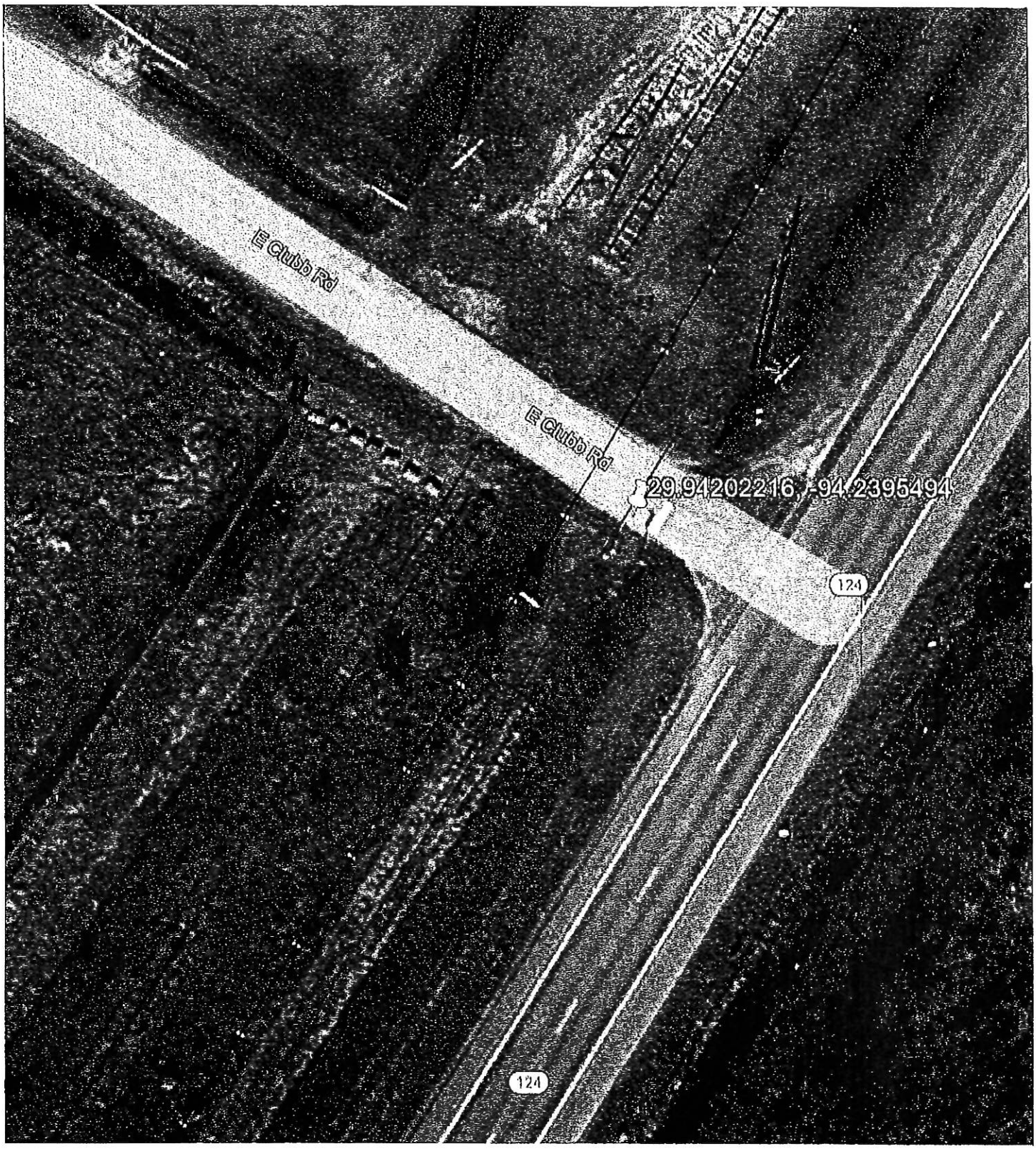


PHOTO DIRECTION: D/S


E Clubb Rd
E Clubb Rd
29.94202216, -94.2395494
124
124

PREPARED BY:
BEN ALBRECHT
KINDER MORGAN
DATE: 10/13/2021
SIZE AND TYPE:
DIAMETER - 10.75"
DEPTH - 4' (TOP)
REMEDIATION AREA - 11' (Cir.)
EXCAVATION:
LENGTH (TOTAL) - 11'
LENGTH (ROAD) - 6'
WIDTH - 10'
DEPTH - 7'
DIG
2016-017
NO OPEN CUT
OF ROADWAY
PER JEFFERSON COUNTY
KMTP INDEX 98
Lat. 29.90208°
Lon. -95.23884°
Excavation Area
22'
10'
4'
11'
FANNETT TO GOODYEAR
SH-124
36'
N

PERMIT PERFORMANCE BOND

Bond No. SUR0066502

KNOW ALL MEN BY THESE PRESENTS, that we, Kinder Morgan Texas Pipeline LLC , as Principal, and Argonaut Insurance Company , licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County, 1149 Pearl Street, 5th Floor, Jefferson County Courthouse, Beaumont, TX 77701 (Obligee), in the penal sum of Five Thousand and 00/100 Dollars ($5,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. Pipeline Permit - Dig Site Just North of HWY 124.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 13th day of October, 2021, and shall remain in effect for a period of one year until the 13th day of October, 2022. The bond may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 13th day of October, 2021.

Witness Bijon Williams
Bijon Williams

Kinder Morgan Texas Pipeline LLC
(Principal)

By
Chris Graeter, Vice President

Argonaut Insurance Company
(Surety)

Witness Stephanie Moore
Stephanie Moore

By
Richard Covington, Attorney-In-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Marc W. Boots, Richard Covington, Vickie Lacy, Maria D. Zuniga, Joseph R. Aulbert, Ashley Koletar, Ryan Varela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

NOTARY PUBLIC STATE OF TEXAS
KATHLEEN M MEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/15/25
NOTARY ID 557902-8

Kathleen M. Meeks

_____
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of October 2021.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

_____

James Bluzard , Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

ARGO POWER OF ATTORNEY

PIPELINE PERMIT POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permitee shall comply with all rules, regulations, principles, and specifications herein contained an only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

Application

The permitee 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.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 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, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

The permitee is allowed three months from the granting of the permit to start construction. Once started, the permitee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

Existing 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 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 pipeline installed by the permitee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permitee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

Whenever the relocation of public utility 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.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

Responsibility for Repairs

The permitee, 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 permitee.

In any case in which the pubic welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permitee and in which it is judged that the permitee cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

INDEMNIFICATION OF COUNTY

The permitee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permitee, its agents, servants, employees, and contractors may do or cause to be done.

The permitee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

SPECIFICATIONS

General

The permitee 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 representatives find that the permitee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permitee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permitee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permitee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permitee for such work.

Line Crossing, Method of Placement (See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway ad shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend 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 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 cover of three (3) feet must be provided under road ditches.

Uncased, protected lines 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 require 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 determined 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 bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

d. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, bet 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 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must e 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 be 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 (See Standard Detail)

Where the right-of-way is available, no lines shall be 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 be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee 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.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic 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, but 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 permitee 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 permitee 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 permitee 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.

Permit Fee

The permit fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Permitee 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.

Permitee 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.

Account Summary For JEFFERSON COUNTY PUBLIC HEALT DEPARTMENT

Quote #: 12108174
Status: Quoted
Policy Type: AP

Originally Quoted: 1/01/1900 12:00 AM
Quote Printed: 10/19/2021 4:16 PM EDT
Proposed Effective: 12/03/2021 12:00 AM
Proposed Expiration: 12/03/2022 12:00 AM

Symbol	Coverage	Limit ($)	Premium ($)
7	Liability	100,000 CSL	860
10	UM - BIPD	N/A	N/A
10	UIM - BIPD	N/A	N/A
7	Medical Payments	N/A	N/A
7	Physical Damage	See Specific Unit	5,917
	Total Ins Value	200,000	
	Assessments		4.00

Total **$6,781.00**

Producer: McGriff Insurance Services, Inc.
8200 IH-10 West
San Antonio, TX 78230
Phone - (210) 247-4290

DOT #: Unknown
MC #: Unknown

Revision: 73TX2021R02

Vehicle Information

NICO-Rate Version: 8.7.4998.1764

Unit		Liability	UM	UIM	Med Pay	Phys Dam	Cargo/ In-Tow	Al/Lessor	Unit Sub Total
1	2019 FORETRAVEL LS40 (N4425)	860	N/A	N/A	N/A	5,917	N/A	N/A	6,777

Comp/Coll $200,000 **Deductible:** 2,500/2,500
Radius: Over 500 Miles

National Indemnity Company
Since 1940

McGriff

Policy Fees, Taxes, and other Assessments

Premium Sub-Total	**6,777.00**
Texas Anti-Theft	**4.00**
Total Premium and Assessment - Annual	**6,781.00**

Note: The expiring premium is $6,591

National Indemnity Company
Since 1940

McGriff

National Indemnity group of insurance companies

McGriff

Columbia Insurance Company
National Fire & Marine Insurance Company
National Liability & Fire Insurance Company

National Indemnity Company
National Indemnity Company of the South
National Indemnity Company of Mid-America

Public & Special Types Application

Review the application for accuracy. * denotes information that needs to be completed.

1. Policy Term 12/03/2021 - 12/03/2022
2. Named Insured JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
* 3. DBA
4. Entity Type ☐ Individual ☐ Partnership ☐ Corporation ☒ Other County Government
* 5. Business Phone Number (409) 835-8443 Email Address
* 6. Mailing Address 215 FRANKLIN STREET, SUITE 202 Website
7. City BEAUMONT State TX Zip 77701
* 8. Premises Address 1295 PEARL STREET
* 9. City BEAUMONT State TX Zip 77701
* 10. ☒ Yes ☐ No Have you ever had insurance with one of the companies listed above?

Coverages

Liability	$100,000 Combined Single Limit
Uninsured Motorist	NOT Purchased
Personal Injury Protection	NOT Purchased
Medical Payments	NOT Purchased

Operations

11. Business Description COUNTY GOVERNMENT HEALTH DEPARTMENT
* 12. Vehicle Usage Provide Medical Access & Treatment to Citizens of Jefferson County
* 13. ☐ Yes ☒ No New Venture? Years experience
* 14. ☐ Yes ☒ No Is this your primary business? If no, explain It is an Extension of the Primary Business (County Government)
15. ☐ Yes ☒ No Is your business for hire/for profit?
* 16. Gross receipts last year Estimate for coming year
17. ☐ Yes ☒ No Do you operate in more than one state? If yes, list states
* 18. What is the largest city entered?
* 19. ☐ Yes ☒ No Is the transportation of people your primary business?
* 20. ☐ Yes ☒ No Are vehicles leased to drivers?
* 21. ☐ Yes ☒ No Do you transport physically disabled individuals? If yes, what percentage of the time?
* 22. ☐ Yes ☒ No Are vehicles equipped with a fare box or meter? If yes, which vehicles?
* 23. ☒ Yes ☐ No Do you have a scheduled route?
* 24. ☐ Yes ☒ No Do you ever transport unscheduled passengers?

Ambulance and Medical Transportation

25. ☐ Yes ☐ No Do autos without lights and sirens have lifts, ramps or wheelchair tie downs? If yes, which autos?
26. ☐ Yes ☐ No Are any autos operated 24 hours per day? If yes, which autos?
27. ☐ Yes ☐ No Are you the primary response unit for emergency (911) calls?
28. What percent of your ambulance dispatches are Emergency (Code 3 or 4)?
29. What percent of your ambulance dispatches are Non-Emergency (Code 1 or 2)?

Driver Training

30. ☐ Yes ☐ No Is operation part of a school curriculum?
31. ☐ Yes ☐ No Is class room instruction given?
32. ☐ Yes ☐ No Are autos equipped with dual controls? If no, which autos do not have dual controls?

Loss Experience

* 33. ☐ Yes ☒ No Have you ever been declined, canceled or non-renewed for this kind of insurance?
If yes, explain
* 34. ☒ Yes ☐ No Have you previously had commercial auto insurance?
If yes, name of prior insurance company National Indemnity
* Number of accidents in the past 3 years None
* Include loss runs or provide details of losses Carrier Provides

Drivers

			License			Experience	
	Name	**Date of Birth**	**State**	**Number**	**Type**	**Type of Unit**	**# of Years**
*	1 Shameca Malbrough	12/29/1983	TX	19388702			
	2						
	3						
	4						
	5						

		Accidents and Minor Moving Traffic Violations in Past 3 Years				Major convictions (DWI/DUI, hit & run, reckless, driving while suspended/revoked)	
	Name	**# of Accidents**	**Date(s)**	**# of Violations**	**Date(s)**	**Describe conviction**	**Date(s)**
*	1 Shameca Malbrough						
	2						
	3						
	4						
	5						

* 35. ☒ Yes ☐ No Are drivers covered by workers compensation?

Vehicles

	Year, Make, Model VIN	**Body Style (Taxi, Ambulance, Hearse, etc.)**	**Original Mfg Seating Capacity**	**Garaging Address**	**Radius**	**Annual Mileage**	**Length of Stretch (Limo)**	**Emergency Lights & Sirens (S), Wheelchair Equip. (W)**
*	1 2019 FORETRAVEL LS40 4UZACLFC8KCLN4425		2	BEAUMONT, TX 77701	Unl.			
	2							
	3							
	4							
	5							
	6							

	Physical Damage				
Veh. #	**Stated Amount****	**Comp (C) Spec (S)**	**C/S Ded.**	**Collision Ded.**	**Loss Payee (L) or Additional Insured-Lessor (A)**
1	200,000	C	2,500	2,500	
2					
3					
4					
5					
6					

**Include the value of A/V equipment permanently installed in the vehicle

McGriff

Filings (complete if filings are being requested)

36. ☐ Yes ☐ No Is an FHWA filing required? If yes, MC number _____
What authority do you have? ☐ Broker ☐ Common ☐ Contract

37. If you hold a broker's license, identify name filed with FHWA, FHWA docket number, and receipts from brokerage operations _____

38. If you are an interstate regulated carrier, identify your registration or base state _____

39. ☐ Yes ☐ No Is an intrastate filing needed? If yes, show state and permit number _____

40. ☐ Yes ☐ No Is MCS 90 endorsement needed?

41. ☐ Yes ☐ No Is our policy to cover all vehicles owned, operated or under lease to applicant?
If no, explain _____

42. ☐ Yes ☐ No Do you enter Canada? If yes, where? _____

43. ☐ Yes ☐ No Do you enter Mexico? If yes, where? _____

44. ☐ Yes ☐ No Have you ever changed your operating name? If yes, explain _____

45. ☐ Yes ☐ No Do you operate under any other name? If yes, explain _____

46. ☐ Yes ☐ No Do you operate as a subsidiary of another company? If yes, explain _____

47. ☐ Yes ☐ No Do you own or manage any other transportation operations that are not covered?
If yes, explain _____

48. ☐ Yes ☐ No Do you lease your authority? If yes, explain _____

49. ☐ Yes ☐ No Do you appoint agents or hire independent contractors to operate on your behalf?
If yes, explain _____

50. ☐ Yes ☐ No Do you have agreements with other carriers for the interchange of vehicles or transportation of passengers?
If yes, attach a copy of the current agreement and complete the following:
With whom has such agreement(s) been made? _____

51. ☐ Yes ☐ No Do the parties named above carry automobile liability insurance?
If yes, name of insurance company and limits of liability _____
Under whose permit does each of the parties to the agreement(s) operate? _____

52. ☐ Yes ☐ No Is there a Hold Harmless in the agreement?

53. ☐ Yes ☐ No Do you barter, hire or lease any vehicles? If yes, explain _____

Additional Comments: _____

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JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

M-4458c (08/2009)
National Liability & Fire Insurance Company

Quote #: 12108174

UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION FORM
Texas

In accordance with Texas Insurance Code § 1952.101, I have been given the opportunity to purchase Uninsured/Underinsured Motorists Coverage (UM/UIM Coverage) in amounts up to the automobile liability coverage limits on this policy or to select lower coverage limits, but not less than financial responsibility limits. I have also been given the right to reject Uninsured/Underinsured Motorists Coverage in its entirety, and the right to reject Property Damage Liability Coverage only. My choices are indicated below:

☒ I hereby reject Uninsured/Underinsured Motorists Coverage in its entirety, or

☐ I hereby elect to purchase Uninsured/Underinsured Motorists Insurance at limits of liability indicated below:

UM/UIM Combined Single Limit (CSL) – Bodily Injury (BI) & Property Damage* (PD): N/A

UM/UIM Split Limit –

BI per person: N/A , BI per accident: N/A , PD* per accident: N/A

* Property Damage Uninsured Motorists Coverage is subject to a $250 deductible.

_____ Signature of Named Insured

_____ Date

UNTIL YOU ADVISE US OTHERWISE IN WRITING, YOUR CHOICES INDICATED ABOVE WILL CONTINUE REGARDLESS OF ANY ADDITION OR CHANGE IN AUTO COVERAGE ON YOUR CURRENT POLICY OR ADDITION OF ANY SCHEDULED AUTOS.

McGriff

Quote #: 12108174

M-5415 (06/2010)
National Liability & Fire Insurance Company

PERSONAL INJURY PROTECTION COVERAGE REJECTION FORM
Texas

Named Insured: JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

Policy Number (if assigned): _____

In accordance with Texas Insurance Code § 1952.152, which permits the insured named in the policy to reject the Personal Injury Protection (PIP) Coverage, the undersigned **rejects** such coverage.

_____ _____

Signature of Named Insured Date

UNTIL YOU ADVISE US OTHERWISE IN WRITING, YOUR CHOICES INDICATED ABOVE WILL CONTINUE REGARDLESS OF ANY ADDITION OR CHANGE IN AUTO COVERAGE ON YOUR CURRENT POLICY OR ADDITION OF ANY SCHEDULED AUTOS.

McGriff

MUST BE SIGNED BY THE APPLICANT PERSONALLY

No coverage is bound until the Company advises the Applicant or its representative that a policy will be issued and then only as of the policy effective date and in accordance with all policy terms. The Applicant acknowledges that the **Applicant's Representative named below is acting as Applicant's agent and not on behalf of the Company. The Applicant's Representative has no authority to bind coverage, may not accept any funds for the Company, and may not modify or interpret the terms of the policy.**

The Applicant agrees that the foregoing statements and answers are true and correct. The Applicant requests the Company to rely on its statements and answers in issuing any policy or subsequent renewal. The Applicant agrees that if its statements and answers are materially false, the Company may rescind any policy or subsequent renewal it may issue.

If any jurisdiction in which the Applicant intends to operate or the Federal Highway Administration requires a special endorsement to be attached to the policy which increases the Company's liability, the Applicant agrees to reimburse the Company in accordance with the terms of that endorsement.

The Applicant agrees that any inspection of autos, vehicles, equipment, premises, operations, or inspection of any other matter relating to insurance that may be provided by the Company, is made for the use and benefit of the Company only, and is not to be relied upon by the Applicant or any other party in any respect.

The Applicant understands that an inquiry may be made into the character, finances, driving records, and other personal and business background information the Company deems necessary in determining whether to bind or maintain coverage. Upon written request, additional information will be provided to the Applicant regarding any investigation.

The Applicant represents that she/he has completed all relevant sections of this Application prior to execution and that the Applicant has personally signed below (or if Applicant is a Corporation, a corporate officer has signed below).

☐ Yes ☐ No Will premium be financed? If yes, with whom _____

Witness	Applicant's Signature	Date

Insured Contact Information

Name Kim Isaacs
Phone Number (409) 839-2387
Email Address kisaacs@co.jefferson.tx.us
Relationship Risk & Benefits Manager

Name _____
Phone Number _____
Email Address _____
Relationship _____

TO BE COMPLETED BY APPLICANT'S REPRESENTATIVE

☒ Yes ☐ No Is this direct business to your office? If not, explain _____

☐ Yes ☒ No Is this new business to your office? If not, how long have you had the account? 10+ Years

How long have you known applicant? 10+ Years

REQUEST TO COMPANY GENERAL AGENT:

☐ Please quote ☒ Please bind at earliest possible date and issue policy

☒ Please issue policy effective 12.03.2021 (Time and Date Bound by General Agent) Coverage was bound by 12.03.2021 (Name of Person in Company General Agency's Office Binding Coverage)

McGriff Insurance Services, Inc. 8200 IIH-10 West, San Antonio, TX 78230 (Applicant's Representative's Name and Address) 210.247.4290 (Phone No.)

McGriff

Disclaimer

The following summary of coverages is to be used only as an overview of each policy written and in no way should it be used, nor is intended to be used, as a substitute for the original policy provisions. It has been prepared as a guideline for your reference only.

The policy/policies contain conditions, limitations and exclusions which may affect or limit coverage to be provided and should be reviewed by the insured to verify that coverage has been written as requited.

All of the information contained in this proposal is subject to the terms, conditions and limitations contained in the policies. Values are based on information provided by the client.

This document is proprietary, confidential and/or privileged and is intended to be reviewed only by the individual and/or entity to which it is addressed. If you are not the intended recipient or a representative of the intended recipient, you are hereby notified that any review, copying, disclosure and/or dissemination of this document of the information contained herein is prohibited.

COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.
- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- **Tier II Commission** is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- **Contingent Commission** may be based on profitability, premium volume, premium retention, and/or growth.
- **Administrative and Services Fees** may be paid for limited services we provide to the insurance company as part of the placement process for insurance policies placed with a particular company, including but not limited to premium billing, collection, remittance and credit control, policy document compilation, and record retention or for consulting and data analytic services.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any Truist-owned companies (including retail insurance broker McGriff Insurance Services, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance companies Prime Rate Premium Finance Corporation, Inc., AFCO Credit Corporation, AFCO Acceptance Corporation, CAFO Holdings Company, and CAFO Inc.; or affiliates; or MBT, Ltd.) disclosure of that income will also be included.

THIRD PARTY DISCLAIMER

From time to time, McGriff may share opinions or content regarding third party entities, third party providers of services, or make referrals to third party products and/or services ("Third Party Entities, Products and/or Services"). Any such opinions or content regarding Third Party Entities, Products and/or Services, or links to third party websites shared or posted on McGriff's website or social media sites do not constitute an endorsement of any third party, individual, organization, service, or product by McGriff, nor does such activity indicate an affiliation with or sponsorship by McGriff.

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TERMS & CONDITIONS

AUDIT
Coverage recommendations and premiums are reflective of the information (payrolls, locations, operations, product data, financial data, loss experience, etc.) provided by you to us and submitted to insurer(s) for quotation(s). If there are changes or other items or areas that require evaluation, discussion, and revision prior to binding coverage, please bring these to our attention immediately. In addition, liability, auto, and workers compensation policies are based upon estimates of annual sales or payrolls. An audit of these policies may result in return or additional premiums.

MINIMUM AND/OR FULLY EARNED PREMIUM/FEES MAY APPLY
Refer to Individual Coverage Pages for Details.

PAYMENT TERMS
When policies are billed directly by a Carrier or Finance Company, clients may contact us for assistance. However, McGriff is not permitted to notify clients of late payments or pending cancellation.

If premium is paid in installments, the installment must be received by the carrier on or before the due date.

When policies are directly billed by McGriff:

- Invoices are due on the policy effective date or transaction date, whichever is later.
- Payments should be made by invoice, as no statements will be issued.
- Payments must be received no later than the 28th day after the due date to avoid cancellation.

PROVIDER SECURITY STANDARDS

MCGRIFF (MCGRIFF INSURANCE SERVICES, INC.)

The following is a brief summary of the measures we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

MARKET SECURITY REVIEW

McGriff has established and continues to maintain an internal "Market Security Review Group" composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group's purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff.

This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

PROVIDER CLASSIFICATIONS

"Approved Provider" – A.M. Best Secured Rating with a minimum rating of A-, Demotech Financial Stability Rating of "A, Exceptional or ALIRT score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by A.M. Best, other internationally recognized rating organizations will be used.

"Exception Provider" – Any provider whose Best's rating is below "A-". The A.M. Best's rating of an "exception" provider will be included on all McGriff proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

"Prohibited Provider" – All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff agency management system(s) at any time, for any reason.

History – A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The **Best's Rating Guide** was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the **Best's International Rating Guide** was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best's to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

PROVIDER SECURITY STANDARDS (Con't.)

Best's Rating System – The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows:

- Profitability
- Quality of Reinsurance Program
- Quality and Diversification of Assets
- Adequacy of Policy Loss Reserves
- Capital Structure
- Spread of Risk
- Leverage/Capitalization
- Liquidity
- Adequacy of Policyholder's Surplus
- Management Experience and Objectives

A.M. BEST'S RATINGS

Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings – www.ambest.com

NON-ADMITTED CARRIERS

An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

Additional Provider rating guidelines are as follows:

1. (P&C & Surety Standards) **Demotech Financial Stability Rating** of "A, Exceptional For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life) **Demotech Financial Stability Rating** of "A, Exceptional.

2. (P&C and Surety Standards): **ALIRT** score of 50 with six (6) or fewer flags. For foreign insurers whose rating is not tracked by AM Best, other internationally recognized rating organizations will be used. (EB & Life Standards) **ALIRT** score of 35 with five (5) or fewer flags.

The Provider ratings for carriers used in placing your insurance program:

INSURER	COVERAGE	PROVIDER RATING	NON-ADMITTED Y/N
National Fire & Indemnity	Auto	A+	N

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: October 21, 2021

TO: Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Darrell Bush
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Mutual Assistance Agreement

Please consider and possibly approve, authorizing the Jefferson County Judge to execute an Inter-Governmental Agreement between Jefferson County Sheriff Office and The United Sates Department of Justice Federal Bureau of Prisons/Federal Correctional Complex of Beaumont, Texas. The agreement is pursuant to relevant authority contained in federal and state law appropriate to the nature and cope of the emergency, including the Robert T. Stafford Disaster Relief and Emergency assistance Act, 42 U.S.C. Chapter 68, "Stafford Act", e.g. § 5170.

This agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners and/or each party's staff.

Sincerely,

Chief Donta Miller
Jefferson County Sheriff Office

OGC Approved Template

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL COMPLEX
BEAUMONT, TEXAS
AND
JEFFERSON COUNTY SHERIFF'S OFFICE
BEAUMONT, TEXAS

For Mutual Emergency Assistance

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Chapter 68, "Stafford Act", e.g. § 5170(a), (b); the Law Enforcement Emergency Assistance Act, 42 U.S.C. Chapter 111; and the Pandemic and ALL Hazards Preparedness Act, PL 109-417 (2006), amending the sections of 42 U.S.C. that address public health emergencies, this Inter-Governmental Agreement, "IGA" or "Agreement", is entered into by and between the United States Department of Justice, "DOJ", Federal Bureau of Prisons, "BOP", Federal Correctional Complex, Beaumont, Texas, herein after referred to as "FCC BMX", and the Jefferson County Sheriff's Office, Beaumont, Texas, herein after referred to as "JCSO", who hereby agree as follows:

I. PURPOSE AND SCOPE:

A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff.

B. As further described herein, all emergency assistance to be provided by each party shall be immediate, short-term, and limited to operations that each party's staff are authorized to provide and for which they are trained and have expertise.

C. This Agreement shall not affect any pre-existing, independent relationship, or obligation between the parties on any other subject, or with any third party or parties.

D. This Agreement supersedes any prior agreement between the parties on this same subject.

II. FCC BMX ASSISTANCE TO JCSO:

A. Under current BOP authority and upon request from the JCSO, the BOP Regional Director may direct the Warden or his/her designee to provide:

1. FCC BMX staff to act ONLY:

a. as advisors for technical assistance, e. g., consultants for hostage situations or pandemic control measures (18 U.S.C. § 4042(a)(4)); OR

b. to search for escaped state/local prisoners ONLY on BOP property 18 U.S.C. § 4042 (a)(1), (2)).

2. Transportation and/or temporary housing ONLY:

a. if state prisoners are sentenced prisoners, and

b. if a "state boarder agreement" exists requiring full reimbursement to BOP by the state (18 U.S.C. § 5003).

3. Volunteer inmate work details for community service projects (18 U.S.C. § 3622(b); 28 C.F.R. § 551.60).

4. Emergency preparedness training and joint training exercises pursuant to the Intergovernmental Personnel Program (42 U.S.C. § 4742) and/or the Pandemic and ALL Hazards Preparedness Act, PL 109-417 (2006), amending section of 42 U.S.C. regarding public health emergencies.

B. Under the Emergency Federal Law Enforcement Assistance Act, 42 U.S.C. Chapter 111, and upon formal request by the state governor to DOJ pursuant to administrative procedures contained in 28 C.F.R. Part 65, DOJ may direct BOP to provide:

1. Any/all assistance listed above in section A.

2. FCC BMX staff to act in any capacity for which they are trained and have expertise, including medical support, and if approved by the Deputy Attorney General, a BOP Crisis Management Team, including a Special Operations Response Team, "SORT"; a Disturbance Control Team, "DCT"; or a Hostage Negotiation Team, "HNT".

3. Detention/Perimeter Security: Due to limited arrest

authority, FCC BMX staff may not take sole custody of JCSO prisoners or perform perimeter security duties at JCSO, but may perform other non-contact duties to free JCSO staff to perform these duties.

4. Transportation: FCC BMX vehicles and drivers may transport JCSO prisoners, including pre-trial prisoners.

a. Ordinarily, JCSO staff shall be present to maintain custody/supervision of JCSO prisoners being transported.

b. FCC BMX staff may take sole custody of JCSO prisoners being transported ONLY if state law allows BOP staff to be deputized.

5. Supplies and equipment, including blankets, food, water, clothing, medical supplies, and temporary use of large or specialized equipment.

a. Clothing with BOP insignia may not be loaned to or worn by non-BOP employees.

b. Large or specialized equipment and vehicles shall be operated by BOP staff, or by JCSO staff, only if JCSO officials have indicated that its staff is competent to use the equipment.

6. Weapons, ammunition, and chemical agents.

a. Weapons, ammunition, and chemical agents may be provided to JCSO staff only if JCSO officials have indicated that its staff is competent to use such weapons, ammunition, and chemical agents.

b. FCC BMX staff may not use weapons, ammunition, or chemical agents to assist JCSO staff without obtaining approval of the Deputy Attorney General, or, in extraordinary circumstances, if the Director of the BOP concludes that delay to obtain approval would result in death or serious bodily injury to JCSO staff or inmate hostages. All use of force by BOP staff must be consistent with DOJ/BOP policy.

C. Under the Stafford Act, upon Presidential declaration of a major disaster and coordination with DOJ implementing ESF 13 of the 2004 National Response Plan, the Federal Emergency Management Agency, "FEMA", may provide federal disaster relief funds to BOP by issuing Mission Assignments, pursuant to procedures contained in 44 C.F.R. Part 206, directing BOP to provide:

1. Any/all assistance listed above in section B.

2. Use of BOP facilities, including temporary housing for JCSO prisoners, including pre-trial prisoners. As soon as possible, operational details for housing JCSO prisoners beyond the resolution of the initial emergency shall be documented in a separate agreement.

III. JCSO ASSISTANCE TO FCC BMX BEAUMONT:

A. Upon request from the Warden or his/her designee, JCSO staff may provide assistance to the FCC BMX staff responding to disturbances, escapes, or any other natural or man-made emergency affecting the safety, security, and good order of the FCC BMX institution. Operational details for specific assistance shall be determined at the time of the emergency.

B. Under no circumstances will JCSO staff:

1. Have command authority on site; or

2. Bring any type of weapon into the secure perimeter of the FCC BMX institution.

IV. REIMBURSEMENT:

A. In accordance with each party's financial management policy at the time of the emergency, and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and/or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.

B. Any reimbursement to BOP by JCSO for unfunded expenses incurred in rendering Stafford Act assistance directed in FEMA Mission Assignments shall not be more than 25% of the total cost, per 42 U.S.C. § 5170b(b).

C. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

V. GENERAL PROVISIONS:

A. PERIOD OF AGREEMENT/TERMINATION:

1. This Agreement shall become effective upon the date of last signature of the authorized officials for both parties, as designated below, and shall remain in effect for a period of five years, unless terminated sooner by mutual consent of both parties, or by either

party providing 120 days advanced written notice to the other party.

2. This Agreement shall remain in effect during the term in office of any successive leadership of either party unless terminated or modified pursuant to procedures described below.

B. MODIFICATION PROCEDURES: Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.

C. SURVIVAL AND SEVERABILITY:

1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding termination of this Agreement.

2. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. LIABILITY AND INDEMNIFICATION:

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to federal and state law, including immunity provided in 42 U.S.C. § 5148 for Stafford Act assistance rendered by FCC BMX. Neither party agrees to insure, defend, or indemnify the other party.

2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.

3. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of the party, e.g., a natural or man-made disaster.

E. DISPUTE RESOLUTION: In the event of a dispute between the parties, the parties shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

F. THIRD PARTY CLAIMS: This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed

to bestow any legal right or benefit upon any other persons or entities.

G. CONTACT INFORMATION: Each party shall provide to the other party a list of contact persons authorized to act as liaison with the other party to implement this Agreement and coordinate additional operational details. This list shall include names, titles, telephone numbers, mailing/e-mail addresses, and be updated as necessary to reflect personnel changes.

IN WITNESS WHEREOF, the undersigned, duly authorized officers have subscribed their names on behalf of the Federal Bureau of Prisons, FEDERAL CORRECTIONAL COMPLEX, in BEAUMONT, TEXAS, and the JEFFERSON COUNTY SHERIFF'S OFFICE, in BEAUMONT, TEXAS.

For the JEFFERSON COUNTY SHERIFF'S OFFICE:

Zena Stephens, Sheriff — Date
Jefferson County, Beaumont, Texas

For the Federal Bureau of Prisons:

Submitted:

Bryan K. Dobbs, Complex Warden — Date
Federal Correctional Complex, Beaumont, Texas

J. Bartlett, Warden (BMM) — Date
Federal Correctional Complex, Beaumont, Texas

F. J. Garrido, Warden (BML) — Date
Federal Correctional Complex, Beaumont, Texas

Concurred:

J. Baltazar, Regional Director — Date
South Central Regional Office

Approved:

Al Rauschuber, Jr., Chief — Date
Field Acquisition Office

JEFF R. BRANICK
COUNTY JUDGE

10/26/21

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 26th day of October, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, ***Nicole L. Manuel,*** has devoted 23 years and 9 months of her life serving the people of Jefferson County with pride and professionalism; with 13 of those years being with the Jefferson County Sheriff's Office; and

WHEREAS, ***Nicole L. Manuel,*** has dedicated her talents and pledged her services as an Office Specialist in the Warrant Division for several years before and after transferring into a secretary's position in the Jefferson County Correctional Facility; and

WHEREAS, through hard work and commitment to excellence, ***Nicole L. Manuel,*** 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, ***Nicole L. Manuel,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Nicole L. Manuel,*** for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 26th day of October, 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

Consider and possibly approve Out of State Travel

Out Of State Travel Policy

When requesting approval <u>OUT OF STATE TRAVEL</u>, the department head or elected official should submit information, along with the request for approval as an agenda item that addresses the following questions:

1. **Is the trip budgeted? If not, how is the trip to be funded? No, Funded by the host agency**

2. **Is the training mandatory or does the training directly impact the employee's assigned job duties? Yes**

3. **Does the benefit appear to be worth the cost? Yes**

4. **Is the training available locally or within Texas at a lower cost? No**

5. **Travel is for Sheriff Zena Stephens**

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When requesting approval <u>OUT OF STATE TRAVEL</u>, the department head or elected official should submit information, along with the request for approval as an agenda item that addresses the following questions:

1. **Is the trip budgeted? If not, how is the trip to be funded? No, Funded by the host agency**

2. **Is the training mandatory or does the training directly impact the employee's assigned job duties? Yes**

3. **Does the benefit appear to be worth the cost? Yes**

4. **Is the training available locally or within Texas at a lower cost? No**

5. **Travel is for Major Marcia Guillory**

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 26th day of October, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, ***Scott D. Peppo,*** has devoted 13 years and 11 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Scott D. Peppo,*** has dedicated his talents and pledged his services as a Bailiff in the Jefferson County Court House, making an outstanding contribution to law enforcement in Jefferson County; and

WHEREAS, through hard work and commitment to excellence, ***Scott D. Peppo,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Scott D. Peppo,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Scott D. Peppo,*** for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 26th day of October, 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

Special, October 26, 2021

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 26, 2021