REGULAR, 12/14/2021 10:30:00 AM

BE IT REMEMBERED that on December 14, 2021, there was begun and holden a REGULAR 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 December 14, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **14th** day of **December 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 **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

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

11:00 a.m. WORKSHOP- Discuss the average daily population (ADP) at the Jefferson County Correctional Facility, and related effects to the Jail Medical contract with CorrHealth.

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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

PURCHASING:

1. Consider and approve award, and execute, receive and file a contract for Request for Statements of Qualification (RFQ 21-030/JW) Professional Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport with Applied Pavement Technology, Inc. for a total cost of $183,432.00. 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 14 - 112

Motion by: Commissioner Alfred
Second by: Commissioner Bush
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 a contract forRequest for Statements of Qualification (RFQ 21-043/JW) Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport with Fittz & Shipman, Inc. for a total cost of $447,500.00. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 113 - 200

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

3. Consider and approve, execute, receive and file agreements with Thomson Reuters and Jefferson County for CLEAR online information access subscriptions for multiple departments; as shown on ATTACHMENT A. These agreements are for a 36-month term (January 1, 2022 through December 31, 2024); with a 3% increase for monthly subscription cost for Agreement Year 1, and Agreement Year 2.

SEE ATTACHMENTS ON PAGES 201 - 285

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

4. Consider and approve, execute, receive and file Preservation of Original Architectural Courthouse Schematics for the Jefferson County Clerk's Office Services Agreement (Agreement 21-080/DC) between Kofile and Jefferson County for a cost of $62,453.14. This in accordance with the TXMAS Contract 18-3602.

SEE ATTACHMENTS ON PAGES 286 - 301

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

5. Consider and approve a contract renewal for Invitation for Bid (IFB 19-062/YS), Term Contract for Inmate Shoes for Jefferson County with PRIDE Enterprises for a second one (1) year term from January 5, 2022 through January 4, 2023.

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

6. Execute, receive and file Lease Agreement for Request for Proposals (RFP 21-027/YS), Lease of Properties Acquired as a Result of Buy Out with Brenda Casimiro.

SEE ATTACHMENTS ON PAGES 302 - 305

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

COUNTY AUDITOR:

7. Consider and approve FY 2022 budget amendment – GIS – transfer position from Engineering and reclassify.

115-0515-431-1002	ASSISTANTS & CLERKS	$54,859.00	
115-0515-431-2001	F.I.C.A. EXPENSE	$1,673.00	
115-0515-431-2002	EMPLOYEES' RETIREMENT	$4,429.00	
115-0515-431-2003	EMPLOYEES' INSURANCE	$5,947.00	
115-0515-431-1005	EXTRA HELP		$32,990.00
115-0515-431-1002	ASSISTANTS & CLERKS		$21,869.00
115-0515-431-2001	F.I.C.A. EXPENSE		$1,673.00
115-0515-431-2002	EMPLOYEES' RETIREMENT		$4,429.00
115-0515-431-2003	EMPLOYEES' INSURANCE		$5,947.00

SEE ATTACHMENTS ON PAGES 306 - 307

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

8. Consider and approve elimination of Secretary (11311 grade 38) budgeted at $45,060 in the Engineering department. Consider and approve creation of a GIS specialist position (7126 grade 62) with a budget of $67,918 utilizing part time funding and $27,918 from the eliminated position. Consider and approve reclassification of Engineering Specialist (7113 grade 62) with a budget of $70,280 to a Senior Engineering Specialist (7116 grade 67) with a budget of $78,000. The net change will result in an annual savings of about $12,000 including fringes.

SEE ATTACHMENTS ON PAGES 308 - 309

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

9. Consider and approve downgrade of a Lead Juvenile Detention Officer position (2213 grade 50) budgeted at $54,251 to a Juvenile Detention Officer position (2211 grade 42) budgeted at $46,232. The net change will result in an annual savings of about $10,000 including fringes.

SEE ATTACHMENTS ON PAGES 310 - 310

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

10. Consider and approve authorizing County Judge to sign Amendment 1 with Texas Parks and Wildlife for contract extension for the Mesquite Point Public Boat Ramp.

SEE ATTACHMENTS ON PAGES 311 - 312

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

11. Consider and approve electronic disbursement for $624.82 to Texas Department of Criminal justice for December insurance reimbursement.

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

12. Consider, approve and ratify electronic disbursement for $315,039.50 to U.S. Department of the Treasury for ERA Excess funds recapture.

SEE ATTACHMENTS ON PAGES 313 - 315

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

13. Regular County Bills – check #489596 through checks #489888.

SEE ATTACHMENTS ON PAGES 316 - 326

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

ADDENDUMS

COUNTY CLERK:

14. Consider, possibly approve, receive and file an Order Conforming Election Precinct's Pursuant to Article V, Section. 18, Texas Constitution, Sec. §81.021 of the Texas Local Government Code and Chapter 42 of the Texas Election Code. SEE ATTACHMENTS ON PAGES 380-492

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

COUNTY COMMISSIONERS:

15. Consider, possibly approve and adopt Jefferson County voting precinct boundaries to comply with redistricting requirements.

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

SEE ATTACHMENTS ON PAGES 380 - 492

16. Consider and possibly appoint Laurie Leister as County Clerk to serve to fulfill the unexpired term Theresa Goodness who was appointed to fulfill the unexpired term of Carolyn Guidry who retired.

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

17. Consider, possibly approve and authorize the County Judge to execute a Revised Interlocal Government between Jefferson County and the Sabine Pass Port Authority (SPPA) for dredging to increase access for the Jefferson County Sheriff's Marine Division. (This has been budgeted for.)

SEE ATTACHMENTS ON PAGES 327 - 328

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

18. Consider and possibly reappoint Robert Bordes, Place 1, appointment of Commissioner Michael S. Sinegal and Jeff Roebuck, Place 3, appointment of Commissioner Everette D. Alfred as Commissioners for Jefferson County Emergency Services District No. 4 to serve an additional two years pursuant to Sec. 775.034, Texas Health and Safety Code.

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

19. Consider, possibly approve and authorize the County Judge to execute, receive and file Phase II (Small) MS4 Annual Report for TPDES Permit No. TXR040000.

SEE ATTACHMENTS ON PAGES 329 - 358

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

20. Consider and possibly approve a donation of $10,525.00, from Douget Land Development for installation of culverts in the County right-of-way pursuant to Sec. 81.032, Texas Local Government Code.

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

21. Consider and possibly reappoint Doug Saunders, and Brandon Rose appointments of Commissioner Vernon Pierce and Roy Morrell appointment of Judge Jeff Branick as Commissioners for Jefferson County Emergency Services District No. 3 to serve an additional two years pursuant to Sec. 775.034, Texas Health and Safety Code.

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

22. Receive and file executed Intergovernmental Contract between the City of Beaumont and Jefferson County for services to city inmates at the County Jail, Pursuant to Chapter 791, Texas Government Code.

    SEE ATTACHMENTS ON PAGES 359 - 366

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

23. Receive and file executed Service Contract between the City of Beaumont and Jefferson County for water and sewer service to the County Jail.

    SEE ATTACHMENTS ON PAGES 367 - 372

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

COUNTY TAX ASSESSOR-COLLECTOR:

24. Consider and possibly approve a Resolution recognizing Karen Whynot for her 28 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 373 - 373

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

25. Consider and possibly approve the acceptance of notarizations on tax lien transfers and the associated document recordings that were performed using remote online notary technology on behalf of Ovation Services.

SEE ATTACHMENTS ON PAGES 374 - 376

Action: NONE

ENGINEERING:

26. Remove and cancel Utility Permit 16-U-21 to AT&T for placement of fiber optic cable on 61st Street Precinct 3. (This was erroneously filed for a permit within the City of Port Arthur.)

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

27. Consider and possibly approve a Final Plat of The Reserve Phase I, Lots 1-10, Block 1and Lots 1-10 Block 2 a subdivision out of the David Choate League, Abstract No.11, Jefferson County. This subdivision is located off of Reins Road in Precinct 1. This subdivision is in the City of Beaumont ETJ and has been reviewed by the Jefferson County Engineering Department and the City of Beaumont Planning and Community Development. This plat has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 377 - 378

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

ENVIRONMENTAL CONTROL:

28. Consider and possibly approve Environmental Control's application for the National Environmental Assessment Reporting System (NEARS) Grant. This is a fully funded grant request in an amount between $2,500 and $4,000 and requires no cash match from the County.

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

HISTORICAL COMMISSION:

29. Consider and possibly approve a Resolution recognizing Linda McMahen for her 15 years and 7 months of service to Jefferson County Historical Commission and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 379 - 379

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

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT
PROFESSIONAL ANALYTICAL SERVICES FOR AIRPORT PAVEMENT MANAGEMENT PROGRAM FOR THE JACK BROOKS REGIONAL AIRPORT

RFQ 21-030/JW

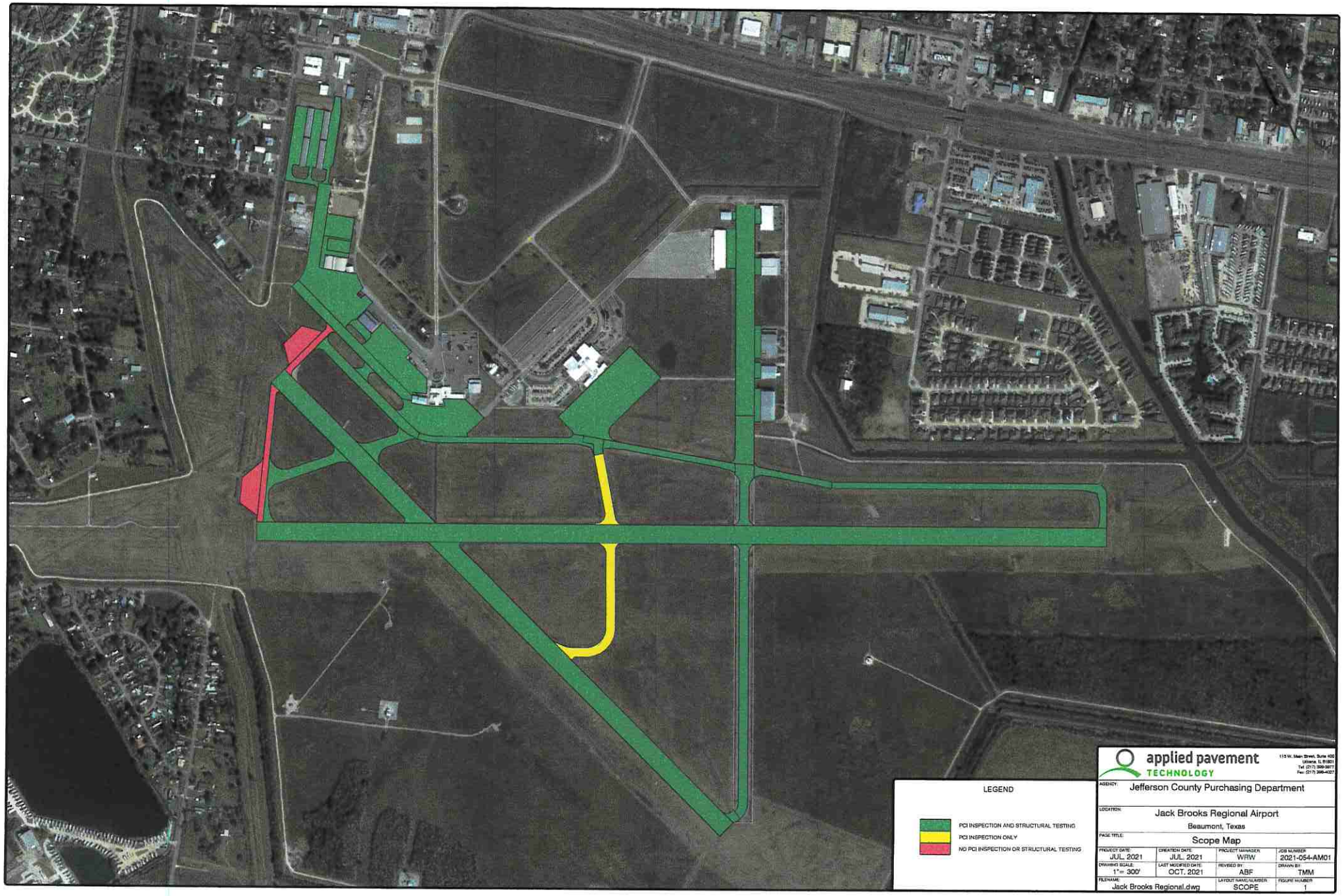
– SCOPE OF SERVICES –

Applied Pavement Technology, Inc. (APTech) has assembled a team to implement a Pavement Management Plan (PMP) at Jack Brooks Regional Airport (BPT) for Jefferson County, Texas. This project includes the conduct of network-level Pavement Condition Index (PCI) inspections, a structural assessment to determine the Pavement Classification Number (PCN), and the development of a multi-year Capital Improvement Program (CIP). In addition to the PCI inspections, falling weight deflectometer (FWD) testing and a geotechnical investigation will also be performed. The APTech team also includes Hollaway Consulting Engineers (HCE) to aid with records review, pavement inspections, unit pricing, and administrative support. Geotechnical services will be provided by Terracon Consultants, Inc. (Terracon) for locations where coring is needed to determine layer types and thicknesses for accurate structural analysis.

This document outlines the proposed scope of services and deliverables to be provided under this project. In general, runways, taxiways, and aprons are included in this scope of work. Because of ongoing and planned work at the airport, Taxiway A is excluded from this scope of work, while no FWD testing (or PCN determination) is planned for Taxiway E. Figure 1 presents the scope of work map indicating the pavements included in this PMP.

Work under this study will be performed in accordance with the following guidelines and supporting software:

- ASTM D5340-20, *Standard Test Method for Airport Pavement Condition Index Surveys.*
- Federal Aviation Association (FAA) Advisory Circular 150/5380-7B, *Airport Pavement Management Program.*
- FAA Advisory Circular 150/5380-6C, *Guidelines and Procedures for Maintenance of Airport Pavements.*
- FAA AC 150/5320-6F, *Airport Pavement Design and Evaluation.*
- FAA Advisory Circular 150/5370-11B, *Use of Nondestructive Testing in the Evaluation of Airport Pavements.*
- FAA Advisory Circular 150/5335-5C, *Standardized Method for Reporting Airport Pavement Strength – PCN.*
- FAA AC 150/5370-10H, *Standards for Specifying Construction of Airports.*
- FAA AC 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.*
- PAVER 7 pavement management software.


LEGEND
PCI INSPECTION AND STRUCTURAL TESTING
PCI INSPECTION ONLY
NO PCI INSPECTION OR STRUCTURAL TESTING
applied pavement TECHNOLOGY
AGENCY: Jefferson County Purchasing Department
LOCATION: Jack Brooks Regional Airport
Beaumont, Texas
PAGE TITLE: Scope Map
PROJECT DATE: JUL. 2021
CREATION DATE: JUL. 2021
PROJECT MANAGER: WRW
JOB NUMBER: 2021-054-AM01
DRAWING SCALE: 1" = 300'
LAST MODIFIED DATE: OCT. 2021
REVISED BY: ABF
DRAWN BY: TMM
FILENAME: Jack Brooks Regional.dwg
LAYOUT NAME/NUMBER: SCOPE
FIGURE NUMBER: 1

Task 1. Project Meetings and Coordination

The project will begin with a kick-off meeting with Jefferson County and Airport staff. During this meeting, the final scope of work and schedule will be reviewed, and each deliverable will be discussed in detail, so that everyone leaves the meeting with a clear understanding of the schedule and final products expected from this project. Coordination and timing of the field work activities—including PCI inspections, FWD testing, and geotechnical work—will also be discussed, as well as airport access and other security and airport operation concerns. During this meeting, a project contact list will be generated, and the chain of communication to be used throughout the project will be established. As with all meetings, APTech will take meeting minutes and deliver a formal copy to Jefferson County's Project Manager for approval within 1 week of the meeting.

Key personnel from each firm, including APTech's Project Manager, will attend the kick-off meeting. In conjunction with the trip to attend the kick-off meeting, APTech proposes a quick tour of the airfield to familiarize the team with the general conditions and to confirm details that may not be apparent in aerial images or from records data. APTech understands that field personnel will not be required to obtain airport badging and that Airport Operations will provide escorts during the field work portions of the project. The collection of work history and traffic information will also begin immediately following this meeting.

A series of additional meetings will be held with the Airport throughout the project to discuss specific aspects of the project and to provide updates on the overall project status. The APTech PCI crew will lead a meeting following the pavement inspections to present the preliminary PCI results and to discuss any problem areas. A virtual meeting will be held to discuss PAVER customization inputs and review pavement performance models. An in-person meeting will take place following completion of the analyses and development of a preliminary CIP, which will give Airport staff an opportunity to provide input into the CIP, ensuring that it meets their needs and aligns with their long-term plans. These meetings will allow Airport personnel an opportunity to provide input throughout the project and to seek clarification or answers to questions regarding the overall pavement evaluation.

Jefferson County Provided Items

The proposed scope of services assumes the following items will be provided by Airport staff:

- Host the kick-off meeting and provide a quick tour of the airfield pavements.

Deliverables

The following deliverables will be submitted as part of this task:

- Minutes of project kick-off meeting.
- Project contact list.

Task 2. Records Review

2a. Work History

Pavement construction, rehabilitation, and maintenance history information will be collected for BPT. Records of interest include the type of work performed, the extents of each project, and when the work was completed. Material types and thicknesses along with subgrade strengths will

be obtained where possible. The gathering of these records will be initiated by HCE, with direction provided by APTech. HCE will summarize the details including the extent of each project, the year of completion, pavement layer details (thicknesses and material types), and design subgrade strengths. APTech will use the collected information to develop the preliminary PAVER database and the network definition map prior to performing the pavement inspections, as well as to establish inputs for the structural evaluation.

Prior to finalizing the inventory information, APTech will provide Airport staff with a draft summary of the collected information for review and comment. The data will then be preserved in the corresponding PAVER pavement management database.

2b. Traffic

Detailed aircraft traffic information is required for the structural analysis (PCN) of the BPT pavements. The types of aircraft traffic data that are needed for the analysis include aircraft type, maximum take-off weights (MTOW), number of annual departures and arrivals, anticipated changes in annual departures and arrivals over the 20-year analysis period, and aircraft taxiing patterns. It is important that the traffic data are as up to date as possible and are an accurate portrayal of the existing and future traffic data and patterns. HCE will collect the traffic information with guidance provided by APTech.

Jefferson County Provided Items

The proposed scope of services assumes the following items will be provided by Airport staff:

- Airfield base map (with slab layouts if applicable).
- Pavement work history information.
- Representative aircraft traffic data for BPT, including aircraft types, operating weights, volumes, and the distribution of this traffic on the airfield (i.e., a breakdown of the aircraft using the various pavements).

Deliverables

The following deliverables will be submitted as part of this task:

- Summary of work history records for each pavement section.
- Summary of aircraft fleet mix for approval.

Task 3. Network Definition Development

Based on the records collected during Task 2, APTech will create a network definition map that illustrates the branch, section, and sample unit boundaries. This information will also be used to establish a PAVER database specific for BPT. These elements form the foundation of the pavement management system and will be used as the framework for the PCI inspections. The network definition map and PAVER database will be considered preliminary until verified in the field during the PCI inspections (Task 4).

Jefferson County Provided Items

There are no specific items required from Airport staff for this task.

Deliverables

There are no deliverables planned as part of this task.

Task 4. Collection of Pavement Condition Data

The airside pavements as identified in figure 1 will be evaluated through a visual pavement condition inspection to assess the pavement's surface condition. During the visual condition assessment, the pavements will be inspected using the PCI procedure as described in ASTM D5340 for airfield pavements. During the PCI survey, visible signs of deterioration within a selected sample unit will be recorded and analyzed by distress type, severity, and quantity. Results will be presented using the PCI rating scale shown in Figure 2.

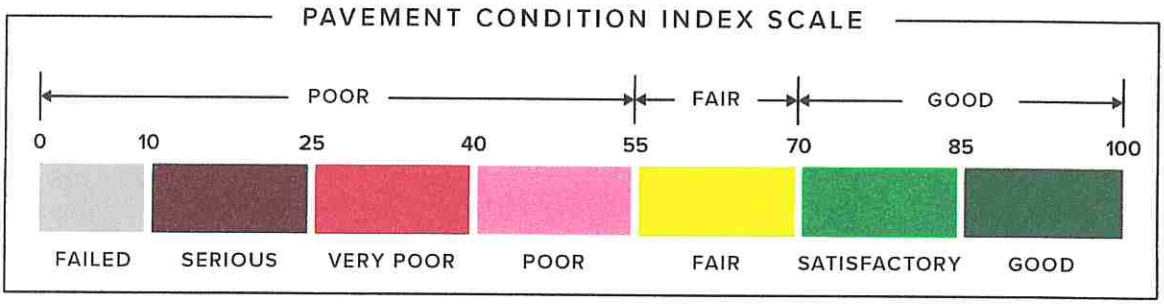


Figure 2. PCI rating scale, per ASTM D5340 and FAA AC 150/5380-7B.

APTech will use a sampling rate which has proven to provide a sufficient level of confidence in the results. APTech will use the sampling density outlined in Table 1 and will confirm that an acceptable level of confidence is achieved after the samples are inspected.

Table 1. Proposed network-level inspection sampling rate.

Concrete Pavement		Asphalt-Surfaced Pavement	
N	**n**	**N**	**n**
1 – 3	all	1 – 3	all
4	3	4	3
5 – 7	4	5 – 9	4
8 – 10	5	10 – 20	5
11 – 16	6	21 – 30	6
17 – 28	7	31 – 70	7
29 – 64	8	>70	10%, but ≤ 17
65 – 90	9		
> 90	10%, but ≤ 32		

where: N = total number of sample units in section.
n = number of sample units to inspect.

While the PCI results provide a general indication of the overall pavement condition, the specific maintenance and rehabilitation needs of a pavement may be obscured by such an index. During the PCI inspection, APTech will also identify the specific distresses that are present, report on the possible causes of such distresses, and relate such findings to general categories of treatment.

In addition, an extensive photographic log and inspectors' field comments will be maintained. Of course, during the inspections if any area is found that might present a current hazard to aircraft operations, Airport staff will be notified immediately.

Prior to conducting the PCI surveys, a field schedule will be developed to ensure timeliness of the data collection efforts and to allow for proper planning and coordination. The field work will be scheduled in coordination with Airport Operations. Critical operation areas where access may be limited will be identified and scheduled during slower traffic periods to maximize the efficiency of inspection and to minimize the impact on airfield operations. It is assumed that all inspections will be conducted during daylight hours without the need for artificial lighting.

The inspection team will use tablet computers to directly enter distress data into PAVER during the PCI inspection. All inspections will be conducted by a two-person APTech crew, assisted by HCE personnel. APTech's crew is very familiar working at towered airfields, thereby ensuring the data are collected safely, accurately, and efficiently. Airport staff are also invited to join the crew in the field to learn about the process, if desired.

The results of the condition surveys will be used to calculate PCIs for each pavement section, so the relative condition of one section to another can be determined and evaluated. The PCI will be used to determine the rate at which each section is deteriorating. Additionally, the distress information will be analyzed to determine the types of distress present in each pavement section and the primary cause of deterioration (structural, climatic, or other).

Jefferson County Provided Items

Airport staff will provide escorts, where needed, for all field work activities. Airport staff will also review and provide approval of the proposed pavement inspection plan.

Deliverables

The following deliverables will be submitted as part of this task:

- Schedule for PCI surveys inspections.
- Photographs of distresses with GPS coordinates.

Task 5. Geotechnical Investigation

Following completion of the PCI inspections and FWD testing, a geotechnical investigation will be developed and executed. APTech will use the FWD test data to determine weak or deteriorated areas that should be further investigated and will work with Airport staff to outline a coring plan. APTech will also identify sections with incomplete information (such as unknown pavement thickness) or questionable properties (indicated by FWD testing results) as candidates for sampling and testing. This approach improves the reliability of the overall results, while limiting the amount of destructive testing required, and allows for strategic location of the cores. The geotechnical investigation, including the retrieval of pavement cores, will be performed by Terracon under the direction and guidance of APTech. The results of the geotechnical investigation will provide key inputs for the analysis of the FWD data and PCN determinations, including material type and thickness, subgrade support (CBR or k-value), and moduli of the pavement layers. It will also supplement pavement inventory information within the PAVER database, providing a permanent record of the pavement cross sections throughout the airfield.

This scope and associated fee assume 50 test locations will be performed at BPT with each location to include coring of pavement layers, boring the unbound layers, and patching the test location.

Jefferson County Provided Items

Airport staff will review and approve the proposed coring plan and confirm that the proposed locations do not conflict with underground utilities. Airport staff will also provide escorts for the coring crew if required.

Deliverables

The following deliverables will be submitted as part of this task:

- Coring plan (to be approved by Airport staff).
- Summary of coring data and geotechnical testing results (prepared by Terracon).

Task 6. PAVER Database and Customization

The information collected during this study will be entered into the PAVER pavement management database. APTech will customize the inputs that feed into the PAVER pavement management database to reflect the conditions and policies under which Jefferson County operates. The customization process will include developing pavement performance models, establishing prioritization guidelines, developing maintenance and rehabilitation policies, and determining and entering unit cost information for maintenance and rehabilitation actions. This information will allow the program to perform realistic analyses and generate realistic capital budgeting outputs. APTech will provide recommended inputs and will discuss these customization options via conference call or through email with Airport staff. The database will undergo a thorough quality control process to ensure that information stored in the PAVER database is accurate and consistent with the information collected throughout the project.

6a. Performance Model Development

Pavement management involves forecasting needs based on pavement performance predictions. By projecting the rate at which the conditions will change over time, a meaningful economic analysis can be performed to compare the cost of preventive maintenance versus rehabilitation activities. In addition to identifying the most economical type of repair, the optimal timing for applying treatments can be estimated. Typically, the optimal repair timing is the point at which a gradual rate of deterioration begins to increase at a much faster rate. It is critical to identify this point to avoid higher maintenance and rehabilitation costs caused by excess deterioration.

PAVER predicts the condition using an advanced modeling technique that involves organizing the pavement network into "families" of pavements that perform in a similar manner. For example, runways and taxiways are generally trafficked by moving aircraft with channelized operations while aprons have static loads applied from aircraft that are parked and are generally modeled separately. Also, areas with materials-related distress often deteriorate more quickly than other areas, so their deterioration should be assessed separately. A constrained regression (set to the degree that the user feels is appropriate) is then applied to the data set (pavement age versus PCI) to develop a deterioration curve for that family of pavements. The performance of an individual section can then be predicted using a section's relative position to the family curve that represents it.

As a minimum, it is anticipated that the following factors will be assessed to determine their effect on the performance of the investigated pavements: pavement material type (including any areas with materials-related distress), pavement use (such as runway, taxiway, and apron), and traffic level.

6b. Prioritization Guidelines

Prioritization guidelines within PAVER are used to rank major rehabilitation projects according to the practices of the user when there is not enough funding for all identified projects. Guidelines can be established based on such factors as pavement use (runway, taxiway, or apron) and section rank. APTech will work closely with Jefferson County to establish the prioritization guidelines for BPT.

6c. Maintenance Policies

Both stop-gap and preventive localized maintenance policies will be analyzed using PAVER. Stop-gap maintenance policies are applied when major rehabilitation is warranted but not funded, such as to address a potential safety issue (such as wide cracks or distresses creating possible FOD or hydroplaning situations). Preventive maintenance policies are applied to pavements that are in good condition and where preventive maintenance actions (such as crack sealing and joint sealing) have the potential to slow the rate of pavement deterioration.

During the customization process, the stopgap and preventive maintenance policies will be established for BPT. Policies will specify the maintenance activity and cost considered applicable for repairing each distress type, amount, and severity. This information will be used in PAVER during the development of maintenance plans.

6d. Unit Cost Information

Unit cost information is used in PAVER when developing maintenance and rehabilitation plans. Recent projects will be referenced to determine local unit costs, including information on new construction, rehabilitation, repair, and maintenance costs. APTech will enter the unit costs into PAVER as appropriate for the rehabilitation of different pavement types at different PCI levels and for typical maintenance actions (such as patching, crack sealing, joint sealing, and so on). HCE will assist with developing unit costs for maintenance and rehabilitation activities by reviewing recent bid tabs of projects at BPT, while supplementing with projects at other airports in this region.

Jefferson County Provided Items

The following item will be provided by Airport staff:

- Bid tabs from recent pavement construction projects at BPT.

Deliverables

The following deliverables will be submitted as part of this task:

- PAVER customization document.
- PAVER database export file.

Task 7. Structural Testing and Analysis

APTech will perform nondestructive testing using its FWD. The FWD testing will be performed during off-peak operational periods and can be done at night if necessary. Besides the lights on the vehicle and equipment, no additional lighting is required to perform FWD testing at night. This task also includes the analysis of the collected FWD data to determine material properties and to assess the structural capacity of the pavement sections.

7a. FWD Testing

FWD testing will be performed using APTech's Dynatest Model 8082 heavy-weight model FWD, which is capable of simulating in magnitude (up to 55,000 lbs) and duration the loads imparted to a pavement by a moving wheel load. FWD testing will be conducted following the guidance in FAA Advisory Circular 150/5370-11C, *Use of Nondestructive Testing in the Evaluation of Airport Pavements*. Figure 1 outlines the pavements to be tested. The proposed testing pattern will include two passes in the wheel path of runways and taxiways at 200-ft intervals. Aprons will be conducted at a density of one test point for every 10,000-ft^2 of pavement.

7b. FWD Data Analysis

APTech will calculate the impulse stiffness modulus (ISM) and normalized deflection, which are based on the maximum deflection directly under the load and provide an indication of the stiffness of the pavement and its response to aircraft loadings. By evaluating the deflection profiles, areas with changes in pavement structural capacity or condition can be easily identified. Through a process called backcalculation, the modulus of the pavement layers and of the subgrade will also be determined. The in-place properties, and how they potentially vary across each facility, need to be determined for a meaningful structural assessment. For pavement analysis, an accurate determination of the subgrade modulus is critical, as it is one of the most influential inputs in design and analysis programs. Furthermore, the moduli obtained through this process represent the in-place moduli of the materials, as opposed to a possibly disturbed sample that is later tested in the laboratory. The results of deflection testing and backcalculation will be used to generate inputs for PCN calculations.

7c. Airfield Pavement Strength Analysis

The method used to determine the pavement strength of airfield pavements is in a transition period. The PCN procedure as described in FAA Advisory Circular 150/5335-5C, will be replaced by FAA Advisory Circular 150/5335-5D (currently in draft release) which reports Pavement Classification Rating (PCR). During this transition period, the FAA will allow pavement strength to be reported using either PCN or PCR methods. APTech will use whichever Advisory Circular is current at the time of the analysis to report airfield pavement strength. Regardless, the associated maximum aircraft weights for various gear configurations (i.e., aircraft load limits) will be provided. Additionally, the structural effect of aircraft in the current traffic mix (or anticipated in the future) will be presented, so Airport staff will be able to make a quick assessment of whether an aircraft should be allowed to use a facility.

Jefferson County Provided Items

Airport staff will provide escort for the FWD crew while testing airside pavements, if required.

Deliverables

The following deliverables will be submitted as part of this task:

- PCNs (or PCRs) results will be provided to Airport staff in tabular format by pavement section for review in advance of submitting the draft report.
- The results of this task will be included in the project report (Task 11).

Task 8. CIP Development

APTech will use PAVER to identify maintenance needs based on the distress types and quantities recorded during the inspections. This analysis is straightforward; maintenance policies and unit costs are applied to the extrapolated distress data to determine what maintenance actions (such as crack sealing and patching) are recommended. Repair quantities and costs will be calculated for each pavement section. APTech will evaluate the results of the PAVER-generated plan to ensure it fits with recommended rehabilitation strategies and with future Airport plans (for example, extensive maintenance work will not be recommended the year prior to a major rehabilitation project).

For rehabilitation planning, APTech will use PAVER to perform the preliminary analysis, which will identify pavement sections that either have PCIs below established critical values or that are projected to fall below those values during the analysis period. The preliminary analysis identifying the sections in need of repair, the magnitude of repair, and the year the sections become eligible for repair will be shared with Airport staff at a CIP meeting. The various needs will be identified and discussed in detail with Airport staff to establish the multi-year CIP, considering factors besides pavement condition (such as priorities, costs, operational impacts, and the Airport's future plans). The pavement sections recommended for work will be packaged into construction projects that account for operational considerations and will be in line with available funding levels. APTech will prepare cost estimates for each project suitable for programming and planning purposes with estimated cost and recommended timing. The final CIP plan will provide Jefferson County with a multi-year plan that will help guide the upgrade and preservation of the pavement infrastructure for years to come.

Jefferson County Provided Items

The proposed scope of services assumes the following items will be provided by Airport staff during an in-person CIP meeting:

- Input on priorities of CIP formulation.
- Anticipated annual budgets.
- Planned construction and rehabilitation projects.

Deliverables

There are no deliverables planned for this task. The CIP map and recommendations will be presented in the project report (Task 11).

Task 9. GIS Data File Format

The data collected throughout the project will be geo-referenced. Geo-referenced data provides the added benefit of being able to display multiple data sets on a map of the airport. Photos will be tagged with GPS coordinates, and FWD test locations will be identified. Additionally, APTech will link the GIS base map within PAVER. This process associates the inventory,

condition, and work history data with the GIS map, facilitating navigation of information in PAVER and making the resulting data available in the associated shapefiles.

Jefferson County Provided Items

There are no specific items required from Airport staff for this task.

Deliverables

The following data sets will be geo-referenced and will be provided in appropriate platforms:

- Map linked in PAVER.
- Distress photos taken during PCI inspections (task 4) as KMZ file.
- FWD test points in GIS shape file.

Task 10. Interactive Web Application Development

APTech will develop an interactive web-application to provide Jefferson County personnel with easy access to the results and recommendations from the pavement management study. This application combines the use of maps, photographs, and hypertext links in a tool that conveniently displays the current pavement condition, the distresses on each facility, photographs from the PCI inspections, construction history, and maintenance and rehabilitation recommendations. APTech has already developed this tool and will customize it under this task to display the BPT information and results; the code for this tool will not be a required deliverable to Jefferson County. The cost for this task includes the time for populating the application, an IDEA user fee, and APTech server hosting fee for a 3-year period. Examples of the IDEA application that other agencies are using can be found on APTech's website or by clicking on the following link (https://www.appliedpavement.com/airport-pavement-management)

Jefferson County Provided Items

There are no specific items required from Airport staff for this task.

Deliverables

A link to the interactive web application will be provided to Jefferson County.

Task 11. Reporting and Deliverables

To facilitate clear communication of the project results and recommendations, APTech will provide the reports and deliverables outlined below.

11a. Project Report

A detailed project report that documents the methodologies, analysis results, and the recommended maintenance, repair, and rehabilitation activities, along with the associated costs of the recommended activities will be developed.

11b. Executive Summary

An Executive Summary will be developed to highlight the findings and recommendations tailored to the needs of management personnel.

11c. Maps

Maps summarizing the pavement network, PCIs (current and projected), PCNs (or PCRs), and the CIP will be developed. These maps will be provided within the project report as well as in CAD and/or GIS formats.

11d. PAVER Database

The PAVER pavement management database, complete with internal GIS link, will be provided. This fee estimate does not include the cost to purchase the PAVER software.

11e. Monthly Progress Updates

As part of the reporting process, APTech will send monthly progress updates to Jefferson County as a means to track progress towards completion and to help ensure schedules and budgets are met.

Jefferson County Provided Items

There are no specific items required from Airport staff for this task; however, APTech requests review and comment of the draft report.

Deliverables

Electronic (PDF) versions and the following specified number of hard copies of the report deliverables will be submitted as part of this task:

- Three (3) hard copies of the draft project report.
- Six (6) hard copies of the final project report.
- Three (3) hard copies of the draft executive summary.
- Ten (10) hard copies of the final executive summary.

Task 12. Training

APTech will provide in-person training as well as associated training materials for Airport staff. APTech has developed an extensive PAVER Training Workshop, which will be followed for the training. APTech will provide up to 3 days of hands-on training using these workshop materials and the PAVER pavement management database updated for BPT under this project. The first day will cover the process of implementing and updating Jefferson County's pavement management system including distress identification, PCI procedure, and maintenance techniques. The second day of the workshop will focus on basic functionality of the PAVER software, such as viewing and editing inventory and condition data, while the third day will focus on more details and analytical capabilities of the software. APTech will also obtain and provide temporary licenses of the software for use during training.

Jefferson County Provided Items

The Airport will provide facilities and computers for hosting the PAVER training.

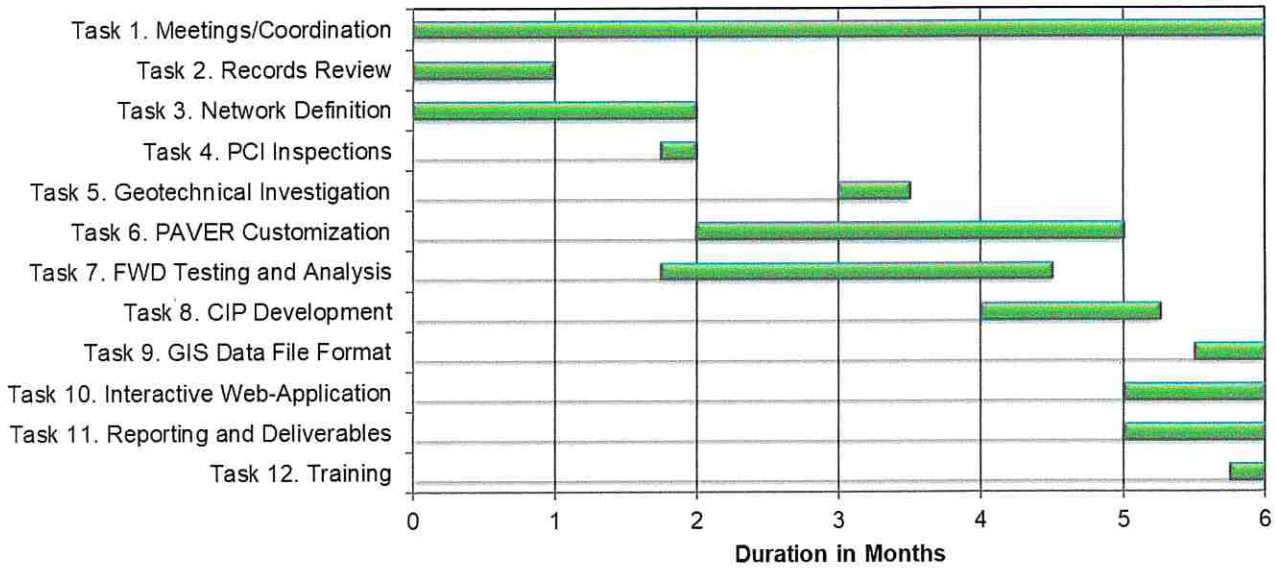
Deliverables

APTech will provide up to five copies of the PAVER Training Workshop manual. APTech will also work with Jefferson County staff to install the PAVER software (if purchased by Jefferson

County) or temporary licenses to be used solely for training. The cost for purchasing PAVER software licenses is not included in this cost proposal.

Schedule

The project schedule for the outlined scope of work can be accomplished in a 6-month timeframe from notice to proceed to final deliverables and training. The schedule provided below includes the timing and duration of each task and the interaction between tasks.



Project Costs

APTech's fee for performing the requested services is broken down by task in the table below. The total cost (including optional task) to provide these services is $183,432, which includes all costs for labor, travel, reports, and other expenses. A detailed cost breakdown for APTech, HCE, and Terracon are also provided following the cost summary.

Summary of Project Costs (by Task)

Task Number and Description	Cost
Task 1 - Project Meetings and Coordination	$ 20,338
Task 2 - Records Review	$ 18,635
Task 3 - Network Definition Development	$ 9,172
Task 4 - Collection of Pavement Condition Data	$ 28,996
Task 5 - Geotechnical Investigation	$ 19,586
Task 6 - PAVER Database and Customization	$ 14,628
Task 7 - Structural Testing and Analysis	$ 21,787
Task 8 - CIP Development	$ 13,423
Task 9 - GIS Data File Formet	$ 1,751
Task 10 - Interactive Web Application Development	$ 13,288
Task 11 - Reporting and Deliverables	$ 14,093
Task 12 - Training	$ 7,735
Total	**$ 183,432**

EXTENT OF AGREEMENT: This Agreement, 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 the County and Contractor.

The executed Contract Document shall consist of the following components:

a. This Professional Agreement Document (**PAGES 1-15**)
b. EXHIBIT A: Statement of Qualifications Submitted by Contractor (**PAGES A.1-A.58**) (Includes RFQ Specifications, and Addendum No. 1: Completed, Signed, and Submitted as part of RFQ Response by Contractor)
c. EXHIBIT B: Additional Required (Contractor) Documentation: Proof of System for Award Management Status, TEC FORM 1295 (Completed and Signed by Contractor), Proof of Divestment Status. (**PAGES B.1- B.9**) and (**PAGES B.10 – B.14**)

If this proposal is acceptable, we will consider a signature at the bottom of this page by a representative of Jefferson County authorized to make this commitment on the agency's behalf, as our Notice to Proceed.

Monty Wade Digitally signed by Monty J. Wade Date: 2021.12.07 09:46:32 -06'00'

Signed By:

12/07/2021 per digital signature

Date:

Monty Wade
President
Applied Pavement Technology, Inc.

Signed By:

December 14, 2021

Date:

Jeff R. Branick
Jefferson County Judge

ATTEST _____, County Clerk
DATE 12/14/2021

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Applied Pavement Technology – Airside Network

Jefferson Co. Jack Brooks Regional Airport APMS
RFQ 21-030/JW

Applied Pavement Technology, Inc.
October 15, 2021

Name	Title	Estimated Labor Hours												Total	% Time
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12		
Monty Wade	Principal In Charge	2			2	2	2	2	2			6		18	2
Gen Long	Technical Advisor	8	2		4	2	8	12	8		2	6	2	54	5
Bill Weiss	Project Manager	40	16	12	16	12	32	16	40	4	8	40	8	244	23
John Storm	Project Engineer		8	8	60		4		16			16	40	152	15
Travis Gagnon	Project Engineer		16	16	16		4		16			6		74	7
Christopher Trejos Castillo	Project Engineer				50			60	8	4	8	6		136	13
Trent Montgomery	CAD GIS Technician			28	8	4		2		8		12		62	6
Aric Foster	FWD Operator							8						8	1
Todd Hoerner	IDEA										40			40	4
Jessica Snyder	Graphics Designer											12		12	1
Total Staffing Hours		50	42	64	156	20	50	100	90	16	58	104	50	800	

Name	Title	Estimated Labor Costs												Total	2021 Base Rate
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12		
Monty Wade	Principal In Charge	$175			$175	$175	$175	$175	$175			$524		$1,572	$87.32
Gen Long	Technical Advisor	$520	$130		$260	$130	$520	$781	$520		$130	$390	$130	$3,513	$65.05
Bill Weiss	Project Manager	$2,118	$847	$635	$847	$635	$1,694	$847	$2,118	$212	$424	$2,118	$424	$12,920	$52.95
John Storm	Project Engineer		$295	$295	$2,210		$147		$589			$589	$1,473	$5,598	$36.83
Travis Gagnon	Project Engineer		$518	$518	$518		$129		$518			$194		$2,395	$32.36
Christopher Trejos Castillo	Project Engineer				$1,562			$1,874	$250	$125	$250	$187		$4,247	$31.23
Trent Montgomery	CAD GIS Technician			$928	$265	$133		$66		$265		$398		$2,055	$33.14
Aric Foster	FWD Operator							$244						$244	$30.52
Todd Hoerner	IDEA										$2,862			$2,862	$71.54
Jessica Snyder	Graphics Designer											$317		$317	$26.44
Total APTech Direct Labor (TADL)		$2,813	$1,790	$2,376	$5,836	$1,073	$2,666	$3,987	$4,170	$602	$3,665	$4,718	$2,027	$35,722	
APTech Overhead (OH)	164.48% of TADL	$4,627	$2,944	$3,908	$9,599	$1,764	$4,385	$6,557	$6,859	$990	$6,028	$7,760	$3,334	$58,756	
Total Burdened APTech Labor Costs (TBALC)		$7,440	$4,733	$6,283	$15,436	$2,837	$7,052	$10,544	$11,029	$1,592	$9,694	$12,478	$5,361	$94,478	

Other Direct Costs		Estimated Other Direct Costs												Total	Unit Rate
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12		
Materials and Supplies				$2,153								$200	$50	$2,403	
Communications and Shipping												$150		$150	
Travel		$1,463			$3,415				$1,230				$1,700	$7,808	
Subcontractor--HCE		$10,112	$12,789		$8,030	$4,461	$6,544							$41,936	
Subcontractor--Terracon						$11,220								$11,220	
FWD testing								$4,600						$4,600	
FWD mobilization								$5,103						$5,103	
IDEA user fee	$2,000 one time										$2,000			$2,000	
IDEA host fee	$250/yr or $500 for 3-years										$500			$500	
Total Other Direct Costs (TODC)		$11,575	$12,789	$2,153	$11,445	$15,681	$6,544	$9,703	$1,230		$2,500	$350	$1,750	$75,720	

Overall Cost Summary		Estimated Overall Cost												Total
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	
Total Burdened APTech Labor Costs (TBALC)		$7,440	$4,733	$6,283	$15,436	$2,837	$7,052	$10,544	$11,029	$1,592	$9,694	$12,478	$5,361	$94,478
Total Other Direct Costs (TODC)		$11,575	$12,789	$2,153	$11,445	$15,681	$6,544	$9,703	$1,230		$2,500	$350	$1,750	$75,720
Total Estimated Cost		$19,015	$17,522	$8,436	$26,880	$18,518	$13,596	$20,247	$12,259	$1,592	$12,194	$12,828	$7,111	$170,198
Burdened Labor Fee	10% of TBALC	$744	$473	$628	$1,544	$284	$705	$1,054	$1,103	$159	$969	$1,248	$536	$9,448
Other Direct Cost Fee	5% of TODC	$579	$639	$108	$572	$784	$327	$485	$62		$125	$18	$88	$3,786
TOTAL ESTIMATED COST AND FEE		$20,338	$18,635	$9,172	$28,996	$19,586	$14,628	$21,787	$13,423	$1,751	$13,288	$14,093	$7,735	$183,432

HOLLAWAY
Consulting Engineers, LLC

October 12, 2021

Bill Weiss, P.E.
Pavement Engineer
Applied Pavement Technology, Inc.
115 W. Main St., Suite 400
Urbana, IL 61801

RE: Engineering Fee Proposal – Pavement Inspection
and Coordination Services
Professional Analytical Services for
Airport Pavement Management Program for
Jack Brooks Regional Airport

Dear Bill,

This fee proposal is for providing pavement inspection and coordination services as part of the Pavement Management Program project at the Jack Brooks Regional Airport in Beaumont, Texas. The fees developed are based on the August 4, 2021 email detailing the proposed scope of work anticipated to be completed by Hollaway Consulting Engineers, LLC. (HCE), as well as subsequent request for revision. At this time, HCE proposes completing the airside work at Jack Brooks Regional Airport for a fee of $39,350.00 plus anticipated direct reimbursable expenses of $2,586.00.

The fee is detailed are detailed in the attached worksheets. Direct expenses such as meals, mileage and hotel will be invoiced at direct cost without markup.

Engineering Services not included in this scope will be charged at $160 per hour. Mileage not included in this scope of work will be charged at the current Federal Rate, if required. Expenses, if required, will be charged at the direct cost of the expense with no markup.

I look forward to working with you on this project. Should you have any questions, or require additional information, please feel free to contract me.

Sincerely,

Sheri E. Hollaway, PE
President
Hollaway Consulting Engineers, LLC

565 S. Mason Road #498, Katy, Texas 77450
281.536.4868

HOLLAWAY
Consulting Engineers, LLC

Jack Brooks Regional Airport
Beaumont, Texas
Airport Pavement Study
Fee Proposal

15-Aug-21

Airside Pavement Services

Activity	ENGR	TECH	ADMIN	
	$160	$75	$45	
Project Meetings and Coordination	50	8	10	
Airside Records Review and Collation	30	8	8	
Aircraft Traffic Data	30	8	2	
PCI Inpsections	30	4	2	
Geotech Coordination, Onsite Coordination	26	2	2	
Travel (3 trips, 6 hours each trip)	18			
Engineer's Estimate of Probable Costs	40		4	
Total Hours	224	30	28	
Total Direct Costs	$35,840	$2,250	$1,260	$39,350

Reiumbursble Costs	EST		
Hotels (10 night/Est)	$150/Night	$1,500	
Mileage (3 trips) ($200 mi each way)	$.056/Mi	$336	
Meals (10 days)	$75/day	$750	
Total Reimbursable Costs (EST)		$2,586	$2,586

Total Airside Costs $41,936

Terracon

October 12, 2021

Applied Pavement Technology, Inc.
Attn: Mr. Bill Weiss
115 W. Main Street, Ste. 400
Urbana, Illinois 61801

Phone: 217.398.3977
Email: bweiss@appliedpavement.com

Subject: Proposal for Materials Services
Jack Brooks Regional Airport – Pavement Coring
Beaumont, Texas
Terracon Proposal No. PCF211045 Revision 1

Dear Mr. Weiss:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide materials services for the above referenced project. We understand we have been selected to provide our services based solely on qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

A. PROJECT INFORMATION

The site is located at the existing Jack Brooks Regional Airport in Beaumont, Texas. Our understanding of the project based on information provided by Bill Weiss via email consists of obtaining cores from the (airside) runways, taxiways, and aprons. Approximately 50 airside cores will be obtained.

B. SCOPE OF SERVICES

Terracon prepared the following scope of services based on information provided by Bill Weiss via email:

1. Pavement Coring

- Obtain 4-inch diameter cores from the pavement and perform field thickness measurements at locations selected by the Client. Thicknesses will be obtained using a tape measure. Fifty (50) cores will be obtained from airside pavement. Terracon's scope does not include locating reinforcing steel within the pavements.
- Utilize a drill, hand-auger, or other equipment needed to obtain a general material description and field thickness measurements of the aggregate base beneath the

pavement. Thicknesses will be obtained using a tape measure. No material sampling or laboratory testing is anticipated.

- Backfill core holes with Portland cement concrete and/or asphaltic concrete. Terracon plans to utilize Quikrete high strength concrete mix on-site to backfill holes. If surrounding pavements consist of asphaltic concrete at the surface, Terracon will utilize QPR asphalt cold patch in the upper 2 to 3 inches.
- Clean work areas prior to demobilizing leaving the work site free of FOD.

2. **Project Management & Administration:**

- Attend the project kick-off meeting.
- Communicate with Terracon Engineering Technicians, Client Representative, and Owner Representative.
- Provide a report that details the results for each core including layer description, thickness, and photograph of pavement core.

Estimated Timeline:

We anticipate completing approximately fifteen (15) cores per day and completing the full scope of seventy-five (75) cores within one working week, Monday through Friday, between the hours of 7:00 AM and 4:00 PM. The scope may take longer to complete if there are delays due to unforeseen weather conditions, underground utility clearances, or other factors outside of Terracon's control.

C. REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. Please provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

D. COMPENSATION

Our lump sum fee to perform the testing is $11,220. Our fee does not include standby time or other delays outside of Terracon's control. We will not exceed our lump sum fee unless authorized by the Client.

E. TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

F. SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

F. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project.

We appreciate this opportunity of working with you and we look forward to working with you in the future.

Terracon

Sincerely,
Terracon Consultants, Inc.
(TBPE Firm Registration No. F-3272)

Scott R. Englebert, P.E.
Office Manager

Alex Atkins
Assistant Project Manager

Attachments:

- Fee Breakdown
- Agreement for Services

Cost Estimate
Jack Brooks Regional Airport - Pavement Coring
Materials Testing Services
Terracon Proposal No. PCF211045

AIRSIDE PAVEMENT (50 CORES)

Service	Quantity	Unit	Unit Rate	Estimate
1.0 Pavement Coring				
Engineering Technician	110	hour	$ 65.00	$ 7,150.00
Vehicle Charge	3.5	trip	$ 50.00	$ 175.00
Core Rig Mobilization	3.5	trip	$ 150.00	$ 525.00
Cores	50	each	$ 50.00	$ 2,500.00
			Sub-Total	$ 10,350.00

Assumptions

1. Based on past project experience, we anticipate pavements will consist of about 12 inches of concrete, asphalt, or combination, and will be underlain by about 0 to 6 inches of base.
2. We plan to utilize a 3-man crew (one man drilling, one man logging thicknesses and photographs, and one man backfill/cleaning)
3. We anticipate completing airside pavement cores in about 3.5 to 4 working days.
4. We do not intend to utilize a subcontractor, but if needed, our fee will include a 20% markup.

2.0 Project Management & Administration				
Project Manager	6	hour	$ 125.00	$ 750.00
Administrative	2	hour	$ 60.00	$ 120.00
			Sub-Total	$ 870.00
			Airside Total	**$ 11,220.00**

Terracon

Reference Number: PCF211045 Revision 1

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Applied Pavement Technology, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Jack Brooks Regional Airport - Pavement Coring project ("Project"), as described in Consultant's Proposal dated 08/09/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Applied Pavement Technology, Inc.**
By:	Date: **10/12/2021**	By:	Date:
Name/Title:	**Scott R. Englebert, P.E. / Office Manager I**	Name/Title:	**Bill Weiss**
Address:	**101 Highway 365 Ste 600**	Address:	**115 W Main St Ste 400**
	Port Arthur, TX 77640-1450		**Urbana, IL 61801-2722**
Phone:	**(409) 293-3355** Fax: **(281) 557-2990**	Phone:	Fax:
Email:	**Scott.Englebert@terracon.com**	Email:	**bweiss@appliedpavement.com**

EXHIBIT A

ORIGINAL

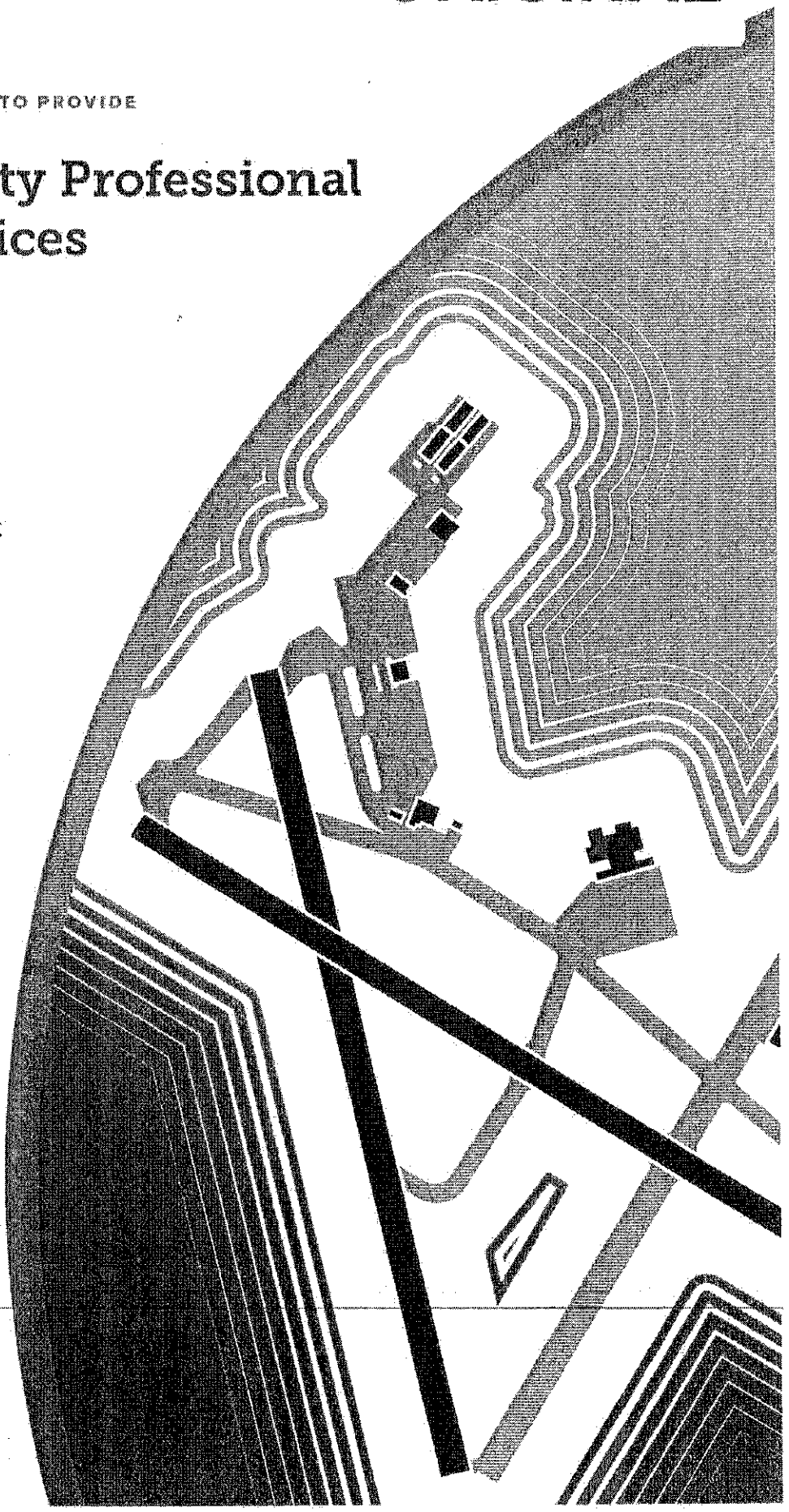
STATEMENT OF QUALIFICATIONS TO PROVIDE

Jefferson County Professional Analytical Services

For the Airport Pavement Management Program

Jack Brooks Regional Airport

RFQ 21-030/JW



PREPARED BY

Applied Pavement Technology, Inc.
115 West Main Street, Suite 400
Urbana, Illinois 61801
(217) 398-3977
www.appliedpavement.com

MAY 2021

applied pavement TECHNOLOGY

applied pavement TECHNOLOGY

May 26, 2021

Jamey West
Assistant Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RE: Professional Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport

Dear Ms. West,

On behalf of Applied Pavement Technology, Inc. (APTech), I am pleased to submit the enclosed Statement of Qualifications (SOQ) in response to the Jefferson County Request for Qualifications for Professional Analytical Services for the Airport Pavement Management Program (PMP). Founded in 1994, as an engineering firm specializing in pavement management and evaluation services, APTech is well qualified to provide the requested services.

As you review our SOQ, you will find that APTech is a national leader in the areas of airport pavement management and evaluation, including Pavement Condition Index (PCI) inspections and PAVER implementations and updates. APTech has provided airport pavement engineering services to more than fifty hub commercial airports, thirty statewide airport pavement networks that includes over a thousand general aviation airports, and more than thirty U.S. Department of Defense facilities.

To supplement the team, APTech has added Hollaway Consulting Engineers to aid with records review, pavement inspections, unit pricing, administrative support, and any additional support needed from their office in Katy, Texas. Hollaway has provided engineering services to many airports in the state of Texas, including Lone Star Executive (Montgomery County), Kleberg County, and Gillespie County.

We look forward to your review of this SOQ and the opportunity to work with you to provide comprehensive services for your pavement management needs. If you have any questions or concerns, please do not hesitate to reach out to our proposed project manager, William (Bill) Weiss. Mr. Weiss has 28 years of pavement management experience and can be reached by email at bweiss@appliedpavement.com or by phone at (217) 398-3977.

Should APTech be selected to perform this work, then I, Monty Wade, will be the authorized personnel to negotiate and contractually bind the firm. I am the President of Applied Pavement Technology, Inc. and my office is located at 115 W. Main Street, Suite 400, Urbana, IL 61801. I can be reached by phone at (217) 398-3977 or by email at mwade@appliedpavement.com

Thank you for the opportunity to submit this SOQ and to be considered for this work.

Sincerely,
Applied Pavement Technology, Inc.

Monty Wade

Monty Wade, P.E. | President

Statement of Qualifications to Provide
Jefferson County Professional Analytical Services
For the Airport Pavement Management Program

Statement of Required Services

The Jefferson County Purchasing Department is soliciting Statements of Qualifications (SOQ) to prepare an airport Pavement Management Program (PMP) for Jack Brooks Regional Airport. During this PMP implementation, construction history documents will be reviewed to establish the network definition prior to conducting Pavement Condition Index (PCI) inspections for the airside pavements. The gathered information will be analyzed and uploaded into a PAVER database, with the ultimate goal of developing maintenance and rehabilitation (M&R) recommendations and recommended timing of that work. PAVER is a software program specifically designed for managing pavement networks and is the standard used in the aviation industry. If desired, hands-on PAVER software training can be provided, with training on the PCI methodology also recommended. Our team can also provide other pavement evaluation and design services should the need arise. The team also brings the capability to fully integrate project results into our interactive pavement management data visualization tool, IDEA, to make it easier to review collected data.

Applied Pavement Technology, Inc. (APTech) has assembled a qualified and dedicated team with comprehensive experience to perform all aspects of the proposed PMP update. As the prime consultant, APTech will lead the overall project and will be responsible for all submittals and deliverables. APTech will initiate the collection of construction history documents, use this information to establish the pavement network details in the PAVER database and corresponding maps, lead the pavement inspections, customize the PAVER software to the needs of Jefferson County, develop M&R recommendations, prepare project reports, and provide PAVER training if so desired. If any additional services are identified, needed, or desired by Jefferson County, APTech can rise to the challenge as it is experienced with meeting a variety of client needs.

The APTech team also includes Hollaway Consulting Engineers (HCE) to aid with records review, pavement inspections, unit pricing, and administrative support. APTech and HCE have worked together on a previous pavement evaluation project for a privately owned airport in south Texas that desired accommodating heavier aircraft. The team was able to provide the owner the recommended overlay thickness within three weeks of starting the evaluation. APTech will identify a team member to conduct skid testing if during scope discussions the need arises for such services. APTech has worked with several testing firms to provide skid testing of runway surfaces and will be able to efficiently identify a firm to add to the team if needed.

This SOQ outlines the experience of APTech and its team members and is logically organized following the selection criteria presented in the Request for Qualifications (RFQ). APTech is confident that its demonstrated experience in airport PMP projects will exceed the required capabilities established by Jefferson County.

Team Overview

Applied Pavement Technology, Inc.

applied pavement TECHNOLOGY

Founded in 1994, APTech is a civil engineering firm that specializes in pavement engineering, including the management, evaluation, and design of pavements. APTech has a particularly strong background in airport pavement management, including implementing and updating airport PMPs, conducting PCI surveys, updating pavement management databases, evaluating the structural capacity of pavements, and integrating these collective results into realistic M&R programs. APTech is headquartered at 115 W. Main St., Suite 400, Urbana, IL 61801 and has additional offices throughout the United States.

APTech's mission is to work with its clients as a team and apply its pavement engineering expertise to find appropriate, practical, and effective solutions for agencies responsible for the design, maintenance, and rehabilitation of pavement facilities. Since its inception, APTech has provided airport pavement engineering services to more than fifty hub commercial airports, thirty statewide airport pavement networks encompassing over a thousand general aviation airports, and more than thirty U.S. Department of Defense facilities.

Unlike other engineering firms that may offer pavement consulting as part of a broad range of services, APTech's sole focus is pavements. Although APTech is a relatively small firm (sixty employees, with thirty-six civil engineers), its project experience and trained staff specializing in pavement management exceeds that of large A/E firms. APTech has forty staff who are trained and experienced in PCI surveys (resulting in the ability to mobilize multiple PCI inspection crews concurrently) and thirty staff who regularly use PAVER. APTech can quickly assemble and deploy additional field staff to complete aggressive field work schedules. APTech is a solo corporation and does not have interest in any other firms that provide equivalent or similar services. In addition, there are no financial interest in other lines of business; APTech's sole mission is to provide excellent pavement engineering services to its clients.

Hollaway Consulting Engineers

HOLLAWAY
consulting Engineers LLC

HCE, owned and operated by Sheri E. Hollaway, PE, has been in business since 2015 and focuses on aviation construction management and contruction inspection as well as QA/QC and constructibility reveiws. Additionally, HCE provides engineeing consulting on specialy projects for researching and writing grants, Part 139 Feasibility Studies, pavement studies, budgeting estimates for construction projects, and verification of local material availibility. HCE is a certified DBE and HUB in the state of Texas. Ms. Hollaway brings more than 35 years experience in civil engineering design and construction management from work with other engineering firms and public entities.

Experience

Performing airport PMP implementations and PCI inspections has been at the core of APTech's business since its inception, resulting in APTech being able to draw on over 26 years of experience in these areas. APTech has provided airport pavement management services to clients that include seventeen large-hub, ten medium-hub, and twenty-seven small-hub commercial airports, thirty state aviation agencies, and more than thirty Department of Defense facilities.

Figure 1 shows the locations of the airports and statewide airport systems in which APTech has provided pavement management and evaluation services. Table 1 presents a non-exhaustive list of airports where APTech has performed pavement management services—such as PCI inspections, PAVER analysis, pavement classification number (PCN) calculations, falling weight deflectometer (FWD) testing, and preparation of M&R plans—within the last 5 years. Table 2 showcases all pavement-related work completed at airports over the last 2 years. The experience gained on these projects are directly applicable to Jefferson County's proposed project to implement a pavement management program. Due to this experience, APTech has the tools, knowledge, and resources to help Jefferson County manage their pavement network in a cost-effective manner.

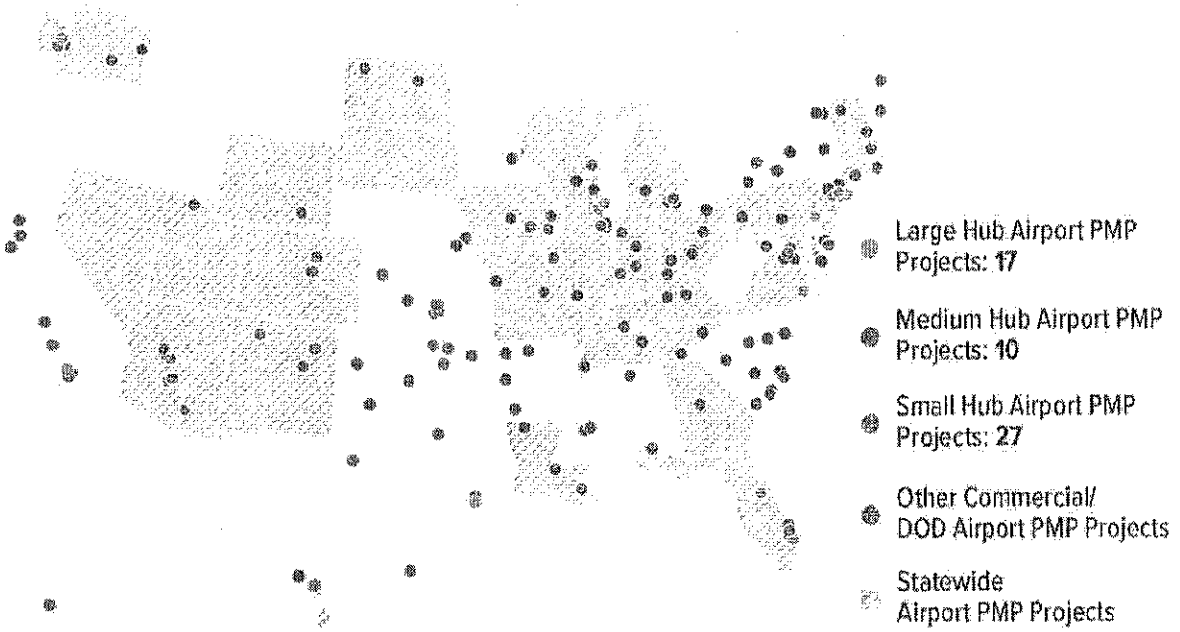


Figure 1. APTech airport PMP experience nationwide.

Table 1. APTech airport PMP experience within the last 5 years.

Airport/Client	Year Last Completed	Project Type	Scope of Work	Contact Information
Bolton Field Airport (OH)	Ongoing	PMP Update	PCI, PAVER, M&R	Eric Hensley (614) 409-3631
Brownsville South Padre Island International Airport (TX)	2019	PMP Update	PCI, PAVER, M&R, Training, Structural	Jeffery Hogan (303) 524-3030
Burke Lakefront Airports (OH)	2017	PMP Update	PCI, PAVER, M&R	Doug Saunders (216) 619-5449
Calgary International Airport (Alberta, Canada)	2018	PMP Update	PCI, PAVER, M&R, Training, Structural	Marco Mejia (403) 735-2179
Chattanooga Metropolitan Airport (TN)	2017	PMP Update	PCI, PAVER, M&R	Brian Mohr (720) 515-1143
Cleveland Hopkins International Airport (OH)	2017	PMP Update	PCI, PAVER, M&R	Doug Saunders (216) 619-5449
Columbia Airport (CA)	2017	PMP Update	PCI, PAVER	James Harris (602) 993-6999
Dallas/Fort Worth International Airport (TX) – Landside roads	2017	PMP Implementation	PCI, PAVER, M&R, Structural	Artemio Garza; (817) 347-5377
Dallas Love Field Airport (TX)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Hasan Kafaji (214) 671-4483
Des Moines International Airport (IA)	2018	PMP Update	PCI, PAVER, M&R, Training, Structural	Bryan Belt (515) 256-5160
Detroit Metropolitan Wayne County Airport (MI)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Kyle Pabin (734) 247-2738
Eastern Iowa Airport (IA)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Eric Scott (319) 365-9565
General Mitchell International Airport (WI)	2018	PMP Update	PCI, PAVER, M&R, Structural	James Zsebe (414) 747-5300
Hawkins Field Airport (MS)	Ongoing	PMP Implementation	PCI, PAVER, M&R, Structural	Joyce Tillman (601) 360-8662
John F. Kennedy International Airport (NY)	2019	PMP Update	PCI, PAVER, M&R, Training	Megan Veregge (212) 435-6178
John Glenn Columbus International Airport (OH)	Ongoing	PMP Update	PCI, PAVER, M&R, Training	Eric Hensley (614) 409-3631
Jackson-Medgar Wiley Evers International Airport (MS)	Ongoing	PMP Implementation	PCI, PAVER, M&R, Training, Structural	Joyce Tillman (601) 360-8662
Jamestown Airport (NY)	2017	PMP Implementation	PCI, PAVER, M&R	Patrick Hludzenski (315) 455-2000
Kansas City International Airport (MO)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Lynette Mellett (913) 312-4839
LaGuardia Airport (NY)	2020	PMP Update	PCI, PAVER	Aaron Roberts (212) 435-6278
Los Angeles International Airport (CA)	2018	PMP Update	PCI, PAVER, M&R, Training	Tadesse Bezabeh (424) 646-5718
McGhee Tyson Airport (TN)	2019	PMP Update	PCI, PAVER	Bryan White (865) 342-3000
O'Hare International Airport (IL)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Zachary Seed (312) 870-6623

Table 1. APTech airport PMP experience within the last 5 years (continued).

Airport Name	Year of Completion	Project Type	Work Performed	Contact Information
Phoenix Sky Harbor International Airport (AZ)	2020	PMP Update	PCI, PAVER, M&R, Training, Structural	John Kliethermes (480) 740-9077
Portsmouth International Airport (NH)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Michael Rogerson (603) 669-5555
Rickenbacker International Airport (OH)	Ongoing	PMP Update	PCI, PAVER, M&R	Eric Hensley (614) 409-3631
Salisbury-Ocean City: Wicomico Regional Airport (Maryland)	2017	PMP Update	PCI, PAVER	John Longnaker (814) 275-8301
Sikorsky Memorial Airport (CT)	2019	PMP Implementation	PCI, PAVER, M&R	Paul McDonnell (518) 453-3970
Stewart Airport (NY)	2020	PMP Update	PCI, PAVER	Aaron Roberts (212) 435-6278
Van Nuys Airport (CA)	2018	PMP Update	PCI, PAVER, M&R, Training	Tadesse Bezabeh (424) 646-5718
Wichita Dwight D. Eisenhower National Airport (KS)	Ongoing	PMP Update	PCI, PAVER, M&R, Training, Structural	John Oswald (316) 946-4793
Youngstown-Warren Regional Airport (OH)	2017	PMP Update	PCI, PAVER, M&R	Doug Saunders (216) 619-5449
Arizona (66 airports)	2020	PMP Update	PCI, PAVER, M&R, Training, Structural	Donald Kriz (602) 712-8333
Colorado (67 airports)	Ongoing	PMP Update	PCI, PAVER, M&R	Todd Green (303) 261-4418
Hawaii (2 airports)	2020	PMP Update	PCI, PAVER, M&R, Training, Structural	Greg Garcia (808) 838-8829
Illinois (74 airports)	Ongoing	PMP Update	PCI, PAVER, M&R	Rhonda Baskett (217) 785-4255
Indiana (63 airports)	Ongoing	PMP Update	PCI, PAVER, M&R, Training	Marty Blake (317) 232-1487
Iowa (65 airports)	Ongoing	PMP Update	PCI, PAVER, M&R, Training, Structural	Michael Marr (515) 239-1468
Kentucky (53 airports)	2019	PMP Update	PCI, PAVER, M&R, Structural	Brad Schwandt (502) 564-0525
Louisiana (62 airports)	Ongoing	PMP Update	PCI, PAVER, M&R, Training, Structural	Heidi Higginbotham (225) 379-3047
Massachusetts (33 airports)	Ongoing	PMP Update	PCI, PAVER, M&R, Training, Structural	Owen Silbaugh (617) 412-3689
Michigan (95 airports)	Ongoing	PMP Update	PCI, PAVER, M&R	Linn Smith (517) 335-9949
Missouri (66 airports)	Ongoing	PMP Update	PCI, PAVER, M&R, Training, Structural	Andrew Hanks (573) 526-7912
Nevada (21 airports)	2019	PMP Update	PCI, PAVER, M&R, Structural	Kurt Haukohl (775) 888-7353
North Dakota (67 airports)	2019	PMP Update	PCI, PAVER, M&R, Structural	Kyle Wanner (701) 325-9650

Table 1. APTech airport PMP experience within the last 5 years (continued).

Airport/Client	Year Last Completed	Project Type	Scope of Work	Contact Information
Tennessee (69 airports)	Ongoing	PMP Update	PCI, PAVER, M&R, Training, Structural	John Paul Saalwaechter (615) 741-0780
Washington (97 airports)	2019	PMP Update	PCI, PAVER, M&R, Training	Eric Johnson (360) 709-7171
Wisconsin (89 airports)	Ongoing	PMP Update	PCI, PAVER, M&R, Training, Structural	Lucas Ward (608) 266-2729
Wyoming (35 airports)	Ongoing	PMP Update	PCI, PAVER, M&R	Brian Olsen (307) 777-3914

PCI = Pavement Condition Index; M&R = maintenance and rehabilitation; structural includes FWD testing, PCN calculations, or other similar stuctrual evaluations

Table 2. APTech airport experience at commercial and reliever airports within the last 2 years.

Airport/Client	Year Last Completed	Project Type	Scope of Work	Contact Information
Bolton Field Airport (OH)	2019	PMP Update	PCI, PAVER, M&R	Eric Hensley (614) 409-3631
Brownsville South Padre Island International Airport (TX)	2019	PMP Update	PCI, PAVER, M&R, Training, Structural	Jeffery Hogan (303) 524-3030
Charlotte Douglas International Airport (NC)	2019	Evaluation	Rehabilitation designs for Taxiways A, B, & M	Tracy Saunders (704) 521-9101
Chennault International Airport (LA)	2019	Evaluation	PCN Assessment	Jonathan Farmer (877) 572-3647
Conroe-North Houston Airport (TX)	2018	Evaluation	PCN Study	Craig Phipps (281) 494-3252
Dallas Love Field Airport (TX)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Hasan Kafaji (214) 671-4483
Detroit Metropolitan Wayne County Airport (MI)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Kyle Pabin (734) 247-2738
Eastern Iowa Airport (IA)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Eric Scott (319) 365-9565
Hawkins Field Airport (MS)	Ongoing	PMP Implementation	PCI, PAVER, M&R, Structural	Joyce Tillman (601) 360-8662
John F. Kennedy International Airport (NY)	2020	PMP Update	PCI, PAVER, M&R, Training	Megan Veregge (212) 435-6178
John F. Kennedy International Airport (NY)	2020	Evaluation of Runway 13L	Pavement Mapping, Tracking Conditions	Megan Veregge (212) 435-6178
John Glenn Columbus International Airport (OH)	Ongoing	PMP Update	PCI, PAVER, M&R, Training	Eric Hensley (614) 409-3631
Jackson-Medgar Wiley Evers International Airport (MS)	Ongoing	PMP Implementation	PCI, PAVER, M&R, Training, Structural	Joyce Tillman (601) 360-8662
Kansas City International Airport (MO)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Lynette Mellett (913) 312-4839
LaGuardia Airport (NY)	2020	PMP Update	PCI, PAVER	Aaron Roberts (212) 435-6278

Table 2. APTech airport experience at commercial and reliever airports within the last 2 years (continued).

Airport/Client	Year(s) Completed	Project Type	Scope of Work	Contact Information
Los Angeles International Airport (CA)	2020	Evaluation & Design	Runway 7R/25L Design	Mark Vicelja (855) 463-5252
Lynchburg Regional Airport (VA)	2019	Investigation	Pavement Evaluation	Mark Courtney (434) 455-6089
McGhee Tyson Airport (TN)	2019	PMP Update	PCI, PAVER	Bryan White (865) 342-3000
O'Hare International Airport (IL)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Zachary Seed (312) 870-6623
Pago Pago International Airport (American Samoa)	2019	PMP Implementation	PCI, PAVER	Curtis Brown (800) 414-1045
Phoenix Sky Harbor International Airport (AZ)	2020	PMP Update	PCI, PAVER, M&R, Training, Structural	John Kliethermes (480) 740-9077
Portsmouth International Airport (NH)	Ongoing	PMP Update	PCI, PAVER, M&R, Structural	Michael Rogerson (603) 669-5555
Rickenbacker International Airport (OH)	2019	PMP Update	PCI, PAVER, M&R	Eric Hensley (614) 409-3631
Stewart Airport (NY)	2020	PMP Update	PCI, PAVER	Aaron Roberts (212) 435-6278
Wichita Dwight D. Eisenhower National Airport (KS)	Ongoing	PMP Update	PCI, PAVER, M&R, Training, Structural	John Oswald (316) 946-4793

PCI = Pavement Condition Index; M&R = maintenance and rehabilitation; structural includes FWD testing, PCN calculations, or other similar stuctrual evaluations

The following paragraphs describe why the APTech team is uniquely qualified to provide the analytical/consultant services to Jefferson County/Jack Brooks Regional Airport.

Pavement Evaluation Standards

APTech is familiar with and routinely uses the following FAA Advisory Circulars and ASTM specifications, which will be critical to the success of this project:

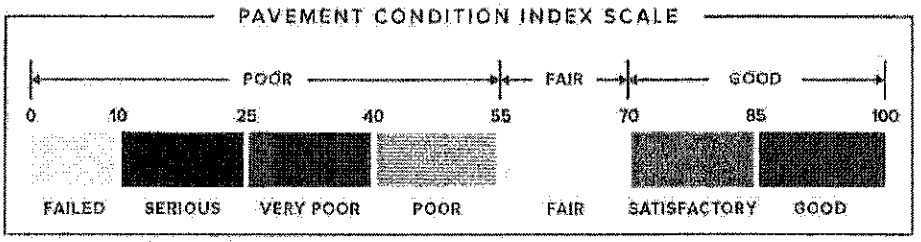
- FAA Advisory Circular (AC) 150/5380-7B, *Airport Pavement Management Program.*
- FAA AC 150/5380-6C, *Guidelines and Procedures for Maintenance of Airport Pavements.*
- FAA AC 150/5320-6F, *Airport Pavement Design and Evaluation.*
- FAA AC 150/5320-11B, *Use of Nondestructive Testing in the Evaluation of Airport Pavements.*
- FAA AC 150/5335-5C, *Standardized Method for Reporting Airport Pavement Strength – PCN.*
- FAA AC 150/5370-10H, *Standards for Specifying Construction of Airports.*
- FAA AC 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.*
- ASTM D5340-20, *Standard Test Method for Airport Pavement Condition Index Surveys.*

The FAA has recognized for years the importance of establishing and maintaining pavement maintenance management systems for airports like Jack Brooks Regional Airport. These systems assist airport sponsors in identifying pavement needs and appropriate timing of repairs. The importance of such efforts is detailed in FAA Advisory Circular 150/5380-6C, pertaining to the maintenance and condition

assessment of airport pavements, and Advisory Circular 150/5380-7B, addressing the development of a PMP. Furthermore, Grant Assurance 11 requires that the airport sponsor implement an "effective pavement airport pavement maintenance-management program" and assure "that it will use such a program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport." APTech will ensure that such guidelines are followed and requirements are met, as it has for numerous other airports.

In 1994, ASTM International developed standard D5340, *Standard Test Method for Airport Pavement Condition Index Surveys*. These standards define the criteria for conducting PCI inspections on airport and roadway pavements and continue to be the principal documents defining the process. These standards were updated in 2020 and align with the PCI data contained in PAVER. APTech has widely applied both standards over the years and has developed both internal and external training materials for these inspection procedures. Furthermore, APTech personnel have been directly involved with updates to these ASTM standards. Specifically, APTech's Program Director for State Airport Agencies, Mr. Kyle Potvin, is currently a voting member of the ASTM Committee responsible for the PCI standard.

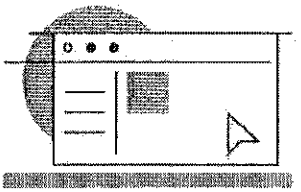
APTech is very familiar and experienced with evaluating airside pavements using FAA and ASTM standards. APTech has conducted more than 5,400 airport and hundreds of roadway PCI inspections and has forty engineers and technicians trained and experienced in conducting this type of pavement evaluation. APTech also owns and operates a Dynatest heavyweight FWD used for nondestructive testing and have engineers who are experienced with analyzing the data and applying it for structural analyses, including PCN calculations.



In addition, APTech staff have also been involved in the development, review, and update of several FAA Advisory Circulars. APTech has played a key role in developing and instructing (typically jointly with FAA personnel) the Airport Consultants Council's (ACC's) 2.5-day workshop, *Airfield Pavement Design, Evaluation & Analysis Workshop* and associated webinar, and serves as a presenter for a webinar on the FAA's *Requirement on Reporting Pavement Strength Using PCN*. Ms. Long, the proposed Technical Expert, is also serving as the Chair of ACC's Engineering Committee and was responsible for reviewing and consolidating industry comments associated with updates for the 2021 expected releases of Advisory Circulars 150/5320-6G and 150/5335-5C. APTech also provided beta testing for the corresponding updates to FAARFIELD 2.0 software.

PAVER

Experience with the use of PAVER, as well as an understanding of the calculations within PAVER, are critical to the success of the PMP implementation, as PAVER will be used to store inventory and construction data, to calculate PCIs, and to assess M&R needs. APTech is one of the nation's leading users of PAVER with thirty staff trained and experienced in the use of the software, many of whom use the software on a daily basis. Furthermore, APTech has 36 licenses of the PAVER 7 software, allowing each employee ready access, as well as having it available on APTech's tablet computers used during inspections. Because of its high volume of use in the operation of the PAVER program, APTech has served as a beta tester to the Army Corps of Engineers for new versions of the PAVER program (including PAVER version 7). Few, if any, companies can demonstrate this level of involvement with PAVER.

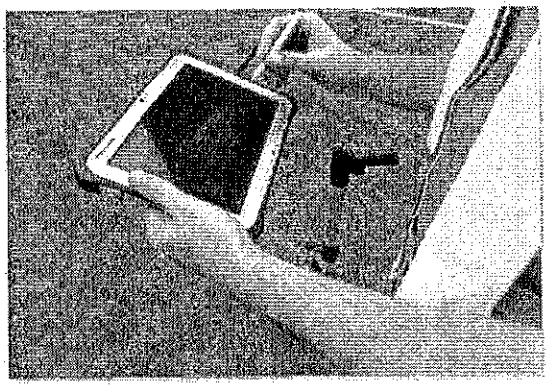


APTech PAVER experience:

- Thirty staff trained, highly skilled, and proficient with the software
- Served as a beta tester for new PAVER releases
- Developed comprehensive training material

As alluded, APTech uses tablet computers running PAVER software to enter PCI distresses during the inspections. Entering the distress data directly into the tablet avoids entry errors while also significantly accelerating the processing of the collected data, allowing the inspectors to determine preliminary PCI and verify the results while still on site.

Additionally, inspection crews back up all collected PCI data and photographs to APTech's servers at least once a day to avoid losing any information. This procedure also allows the Project Manager to gain access to the collected data and review the inspection team's progress. Further, this approach increases the availability of preliminary data should Jefferson County have any questions during the project.



As part of the project, APTech will upload and develop the initial network definition and associated map within PAVER. The result is a GIS map that facilitates navigation of information within PAVER while also resulting in a geodatabase that can be extracted from the software with associated inventory, construction history, and PCI data and can be integrated into other GIS applications. In fact, APTech uses GIS integration throughout every PMP project (as elaborated elsewhere).

To support its work with PAVER, APTech has developed a comprehensive training course on the software program. APTech has conducted this course for numerous aviation agencies in the United States, Canada, Norway, South Korea, Hong Kong, and throughout the Pacific Islands. Although training is not specifically identified in the RFQ, APTech is well prepared to train Jefferson County staff if the need arises.

Creating and Maintaining a Pavement Management Program per FAA Advisory Circular 150/5380-7B

APTech has extensive experience providing the essential components of a pavement management system as outlined in FAA Advisory Circular 150/5380-7B, *Airport Pavement Management Program*. Every pavement management implementation or update that APTech has completed fully complies with this and other previously mentioned Advisory Circulars. Each project listed in Tables 1 and 2 demonstrate APTech's experience with providing PMP services in accordance with this Advisory Circular.

Maintenance and Rehabilitation Cost Estimation

As part of its PMP implementations and updates, as well as its project-level evaluations, APTech regularly prepares cost estimates for pavement maintenance and rehabilitation activities. The team focuses on items that may affect the cost of repair for existing pavements, such as pavement type, thickness, and intended use. These items may require the development and use of multiple M&R cost tables within PAVER. These tables reflect concrete and asphalt costs separately and consider different pavement thicknesses, as appropriate for pavements servicing cargo and commercial aircraft, general aviation aircraft, passenger and ground vehicle traffic, or non-trafficked pavements such as shoulders. Additionally, specific costs for maintenance activities based on surface type and the traffic type using the pavement are applied. For example, one method for sealing cracks may be used on an overrun that has a different cost (for example an overband method) than a method used to seal a similar crack on a runway where routing and sealing may be preferred. Additionally, it may be critical to develop repair strategies and costs that take advantage of in-house maintenance staff. Providing comparisons between outside contractors and in-house work can assist Jefferson County in deciding how to best take advantage of limited resources.

Lessons Learned with Pavement Management Programs

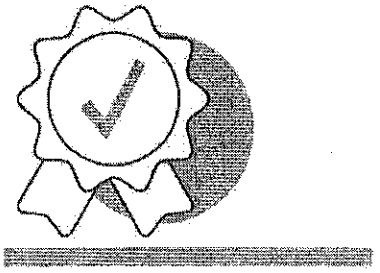
APTech recognizes the value of remaining flexible with refining its project approach based on an ever-growing foundation of pavement management experience. Having previously worked at airfields of a similar size, such as Brownsville-South Padre Island International Airport and Jackson (MS) International Airport, among other commercial airports, APTech has a solid understanding of the complexity, challenges, and concerns that must be considered when working on the airfield pavement networks supporting a busy commercial airport. Based on APTech's experience and input from our clients, the following items highlight what we have learned to be critical to the successful completion of a PMP.

Maintaining Airport Operations

APTech understands the need to avoid impacting both aircraft and passenger/user traffic, as such service is critical to the airport's business. While APTech has extensive staff experienced with conducting PCI inspections, we have also learned to team with regional firms who also have available resources to support the work. Our team will focus on completion of the field work efficiently, minimize the access time required, and alleviate efforts to assist with coordination of the PCI inspections. APTech will provide experienced staff to lead the PCI inspections and will be supported by staff from HCE. Furthermore, if it helps operationally, our team can work during weekends or non-peak hours and work on a give-way basis to avoid operational impacts. The team will work closely with Airport staff to develop an inspection schedule that maintains operations at the airport. Moreover, the team will remain flexible with the schedule, as changes due to weather, operations, and other factors are inevitable.

Working Safely on the Airfield

While not necessarily a lesson learned, but more closely indicative of invaluable experience gained, is the inspection team's experience working within an airport environment, including on active facilities under traffic. Because airport pavement management is a large part of its business, APTech regularly conducts internal training on airfield safety. This training includes understanding airfield signage and pavement markings, understanding tower radio terminology, working with escorts, and other safety issues. APTech has a long history of working safely at busy commercial airports. APTech staff have extensive experience working at airports and are familiar with the proper procedures for obtaining access and working within the airport environment. APTech will always have an experienced engineer on site during inspections. Jefferson County can be assured that all procedures and policies regarding access to, and operation on, airport pavement will be adhered to at all times.



Inspections will be led by APTech staff specially trained for the task. Each surveyor must pass annual training and participate in a peer review process to prove their qualifications.

Getting the Right Tools into the Hands of Jefferson County to Manage the Pavement Infrastructure

To promote the use of the information available in a PMP, APTech recommends the development and production of various types of documentation.

First, a report documenting the pavement inventory, condition, structural capacity (if included), and work recommendations will be provided. This provides an accounting of all PMP data and analysis results and is used by individuals that require this level of detail. Pavement inventory and condition data, detailed narratives describing the condition of each pavement at the time of inspection, mapping, condition forecasts, and multiyear pavement rehabilitation recommendations are presented in detail. For Jefferson County, a single report covering all aspects of the PMP at Jack Brooks Regional Airport will be developed. Furthermore, a system-wide summary report or an executive summary may be beneficial for

upper-level decision makers without requiring either the level of technical knowledge of the PMP or the effort to extract this information from a detailed project report.

All project files are provided to our clients, including photographs (with embedded GPS coordinates) from the pavement inspections, the PAVER pavement management database, project maps (CAD and GIS), and the PAVER database. APTech will also extract the linked shapefile from PAVER, providing a geodatabase with associated inventory, construction history, and PCI data. Depending on the client's need, these data can be integrated into other GIS applications or customized to display project data and results that are of interest to the user.

As supplemental deliverables, APTech recommends either its customized interactive pavement management data visualization tool, IDEA, that combines the use of maps, photographs, and hypertext links in a tool that displays data and results of the PMP or directly integrating the data into the Jefferson County's GIS.

- **IDEA**: This interactive pavement management data visualization tool displays the current pavement condition, the distresses recorded for each facility, photographs from the PCI inspections, construction history, and M&R recommendations. This application is GIS based, which allows any geospatial data to be easily displayed. It has proven very beneficial in disseminating pavement management results to executives or large audiences without requiring specific knowledge or use of pavement management software. APTech has provided IDEA for countless airport clients and multiple examples can be accessed here: (https://www.appliedpavement.com/aptechs-idea).

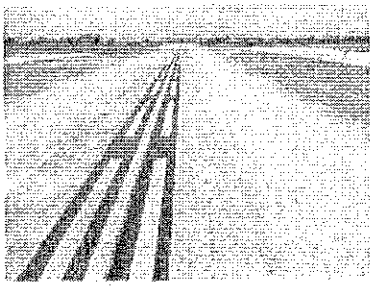
- **GIS Integration**: There is a growing desire of airport agencies to integrate data into a single system, to avoid the current "silos" of data. If Jefferson County wishes for APTech to use its GIS capabilities, GIS integration of the PMP results can be accomplished using data already collected during this study.

All data collected throughout the project will be done with GIS integration in mind. This includes GPS coordinates for all pavement condition photographs and (if included in the scope) the locations of any FWD test and core locations. Network definition mapping details will also be georeferenced with the most basic level including an updated GIS map linked within PAVER. This link allows the data to be accurately mapped and integrated into Jack Brook Regional Airport's existing GIS framework, if available.

Recent Project Experience

In the past 5 years, APTech has performed many projects similar in scope to the proposed project at Jack Brooks Regional Airport, as previously presented. The following are just a few examples of airport projects that are similar in either size, scope, or location to the proposed PMP project.

Brownsville South Padre Island International Airport (Texas) PMP Update

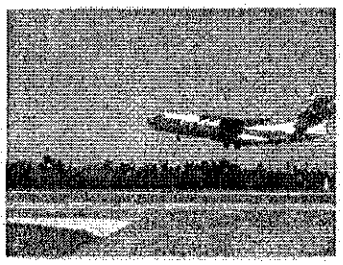


In 2019, APTech was retained as a subcontractor to evaluate the airfield pavements at Brownsville South Padre Island International Airport (BRO) and to update the airport PMP, which was established in 2008 but had not been updated since. The project included the determination of current pavement condition using both visual and structural assessments. The pavement management software PAVER was used to update the database and to determine the PCI of each pavement section. The information and results stored in the database were linked to the updated airport map within PAVER. The results were then used to prepare a short-term pavement maintenance plan and 5-year rehabilitation program for use as a planning tool.

To start the project, APTech began by reviewing pavement records, which were used to establish the pavement network definition and maps. APTech performed PCI inspections on nearly 5.2 million square feet of airfield pavements. In addition, APTech implemented a PAVER database and analyzed the current PCI data to generate a 5-year M&R recommendation. APTech also completed FWD testing on select airfield pavements to structurally assess the condition of the pavements and to provide inputs for determining the PCNs of both runways. Additionally, APTech provided PAVER software training and developed its IDEA to conveniently display the PMP results.

The updated PMP provided BRO with current pavement conditions to assist in managing their pavement network and to plan for future capital improvement projects. One challenge involved understanding the structural support of the caliche subgrade material and how that material impacted the PCN determinations. APTech ran multiple analyses to figure out the most critical scenario, thereby confirming an accurate PCN representation that limited existing traffic but provided added justification for the rehabilitation of the secondary runway in the capital improvement plan (CIP).

Houston Airport System Asset Condition Assessment



The Houston Airport System (HAS) implemented an asset management strategy to maintain its pavement infrastructure as efficiently and effectively as possible. As part of this strategy, HAS selected APTech, as a subcontractor, to complete several comprehensive asset condition assessments in 2013. This project involved concurrent efforts at all three HAS airports (Houston George Bush Intercontinental Airport, Houston William P. Hobby Airport, and Ellington Field) and management of large volumes of high-accuracy pavement, structural, and other data that was then integrated into HAS databases.

As part of this project, APTech updated the airport PMP for the airfield pavements at Bush Intercontinental Airport and Hobby Airport. Pavement distresses on the runways and taxiways were mapped at both airports and the results were used to determine PCI values and to outline specific maintenance needs. APTech also performed FWD testing at Hobby Airport, determined PCNs at both airports, and developed rehabilitation recommendations for both airports.

APTech used the results to develop M&R recommendations for the runways and taxiways at both airports and provided training on the conduct of PCI surveys and proper maintenance techniques. APTech also assisted in the delivery of business process recommendations to HAS for more efficient management of airfield assets in the future.

Jackson International and Hawkins Field Airport PMP Implementation

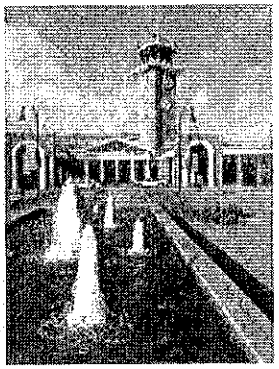
In 2020, following a qualifications-based selection, Jackson Municipal Airport Authority (Authority) entered into a contract with APTech to implement an airport PMP for Jackson-Medgar Wiley Evers International Airport (JAN) and Hawkins Field Airport (HKS). The project is nearing completion, with only CIP development and report delivery tasks remaining. The deliverables for this project will provide the Authority with a planning tool to utilize reaching both short- and long-term goals.

For both airports, APTech started the project by reviewing all relevant records and developing a network definition. From there, a network-level PCI inspection, along with a structural assessment to determine the PCN, was conducted. APTech also conducted FWD testing and a geotechnical investigation, which are being used in the development of a multi-year CIP. A PAVER database for inventory, construction history, and PCI data was created and updated with the findings from this project. Finally, APTech implemented its IDEA to allow for easy access to the data collected during the PMP updates.

The Authority places a high importance on preserving pavement infrastructure, and APTech's pavement management services will allow for them to proactively manage their pavement assets and make the most efficient use of their funding dollars. The detailed implementation of an airport PMP will provide the Authority with a framework to prioritize their rehabilitation needs, as well as justification to obtain any

future funding needs. The web-based IDEA will allow for easy access to the results and recommendations without the need to learn how to use complicated pavement management software.

Louisiana Statewide Airport Pavement Management System Update



Airports are an essential component of the Louisiana transportation system. To protect and preserve the valuable airport infrastructure, the Louisiana Department of Transportation and Development (DOTD) selected APTech to update the airport PMP for sixty-two general aviation airports in Louisiana and take their current system to the next level of usability.

For this project, APTech began by collecting and reviewing data from previous PMP updates and construction records for recently completed work to update the PMP inventory, work history, and maps. The pavement network definition was then updated, which included computer-aided design (CAD) maps to identify the location of branches, sections, and sample units in accordance with the FAA AC and ASTM standard procedures. APTech then evaluated all pavement conditions according to the PCI procedure before updating and customizing the PAVER database. This effort was followed by analysis of distress data, a statewide needs analysis, and development of a multi-year M&R program for each airport. Project reports were prepared while a GIS link was established between the PAVER database and the airport maps. APTech developed its IDEA that allows users to view and retrieve project information and results through the DOTD website. The IDEA can be viewed at: https://www.appliedpavement.com/hosting/louisiana/index.html. This work was followed by providing training and outreach material for various stakeholders, including Louisiana DOTD staff, individual airport personnel, and consultants on the PCI procedure, PMP, and pavement maintenance. Additional work included conducting structural testing utilizing a heavy-weight FWD on selected airport facilities and performing structural capacity analysis while determining the PCNs for the selected airport facilities.

The PMP, with the new IDEA, provides the Louisiana DOTD, airport consultants, airport sponsors, and the FAA with the information and tools needed to proactively manage the state's airport pavement infrastructure. It provides the Louisiana DOTD with the means to anticipate pavement-related funding needs and provides airports with the information needed to remain in compliance with Public Law 103-305 regarding pavement maintenance management.

Applicable Licenses

Although no specific licenses were identified in the RFQ, APTech's proposed project manager and key staff are professionally licensed. Please refer to the Key Staff section of this proposal or the resumes located at the end to see which states each engineer maintains professional engineer licensing. The firm itself remains in compliance with its Texas business license, with the most recent renewal taking place on April 7, 2021. APTech is willing to provide any license information at the request of Jefferson County.

Experience of Team

The proposed team is committed to dedicating knowledgeable and experienced staff to perform the requested airport pavement management services in a timely and efficient manner. The proposed key personnel for this project are nationally recognized experts in the field of pavement management and evaluation. They have proven expertise in providing these services to agencies ranging from small, general aviation airfields to large-hub, commercial airports.

APTech's proposed management structure provides Jefferson County with clear lines of communication and security in a well-balanced, capable team. Mr. William (Bill) Weiss will serve as the Project Manager, be the primary point of contact for Jefferson County and all teaming partners, and will oversee the day-to-day operations of the project. Mr. Weiss will routinely coordinate with the project team to review the project schedule and status. This will allow for efficient management of the schedule and budget as well as ensure a high level of quality throughout the project.

Project Manager Bill Wiess

Years of Experience: 28

Education
B.S., Civil Engineering
University of Illinois, 1992

Professional Registration
Professional Engineer, Illinois, 1999;
also three other states

The role of the Principal-In-Charge, Mr. Monty Wade, will be to oversee the project progress and quality, ensure that adequate resources are assigned to the project, ensure that the needs of Jefferson County are met, serve as a technical resource, and provide management backup for the Project Manager, if required.

These individuals are supported by qualified staff from APTech and HCE to perform the various tasks envisioned for this PMP implementation.

APTech regularly mobilizes its staff to complete projects across the United States, including in the state of Texas. Because APTech specializes in pavement engineering services, especially pavement management projects, staff work efficiently and accurately from any location, ensuring that work is performed in the most cost-effective manner at any location within the United States.

APTech has several branch offices throughout the nation, with the majority of its staff located in Urbana, Illinois, which is the office where the majority of the work will be completed. Ms. Sheri Hollaway will provide engineering services from HCE's office in Katy, Texas. This regional presence will ensure that the team can respond quickly and complete on-site work without delay.

The organizational chart, provided as figure 3, demonstrates the task assignments envisioned by the team members. A short outline of the experience and proposed roles for the key personnel follows, with each firm's staff experience fully outlined in the resumes included at the end of this document.

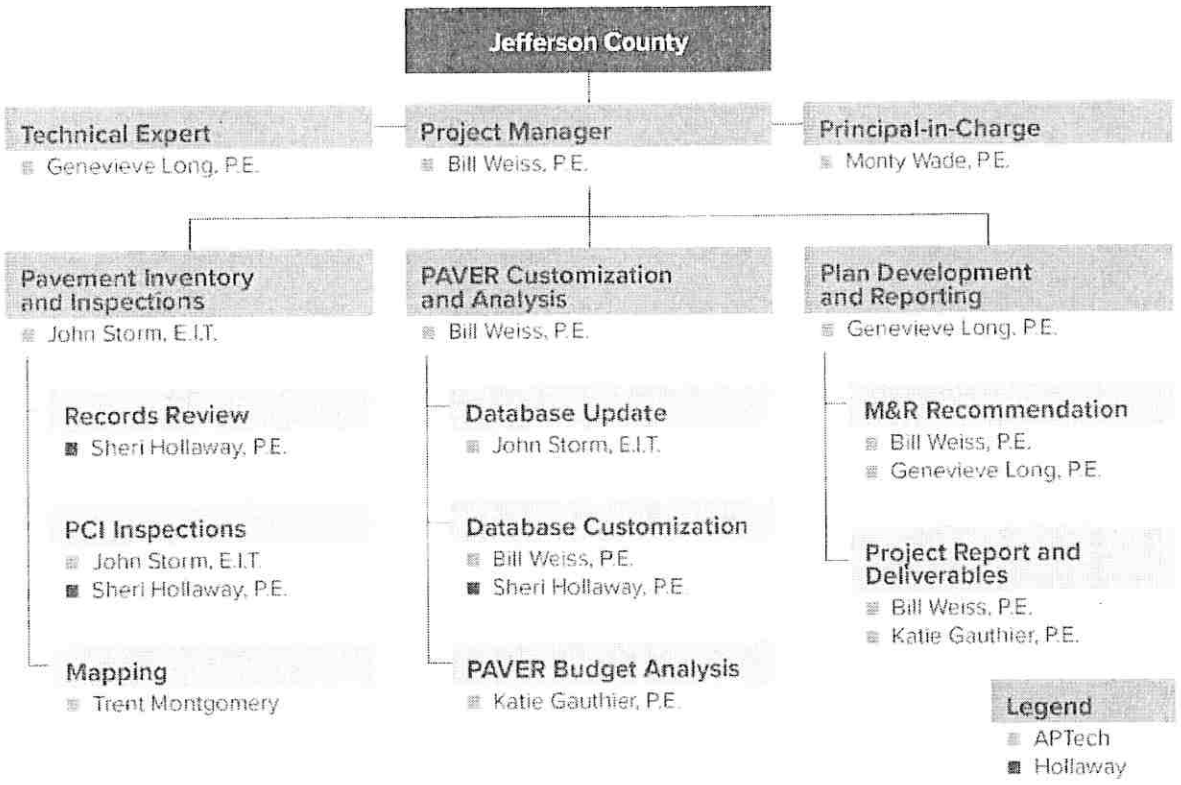


Figure 3. Organizational chart.

Key Staff

APTech has ample resources to complete any airport pavement service project in a timely and cost-effective manner. In addition to the key staff assigned to this project, Mr. Monty Wade, the proposed Principal-In-Charge, has the authority to assign additional qualified staff as needed to ensure the project schedule is maintained.

Monty Wade, P.E. – Principal-In-Charge



Mr. Wade is the President of APTech. He has 27 years of pavement engineering experience and has worked on commercial airfields across North America in the areas of pavement management, pavement evaluation and design, forensic investigations, pavement research, and technology transfer. Mr. Wade has served as Project Manager or Principal-In-Charge for the implementation or update of many commercial service airport pavement management projects, including:

- Detroit Metropolitan Wayne County Airport.
- Phoenix Sky Harbor International Airport.
- Los Angeles International Airport.
- John F. Kennedy International.

Mr. Wade works closely with these airport clients to develop practical maintenance and rehabilitation plans or capital improvement programs that can be implemented by the agency to make the most efficient use of their available funding. His experience will be vital for providing guidance on this project for Jefferson County. As proposed Principal-In-Charge, Mr. Wade will oversee the project progress and quality, ensure that the needs of the company and the client are met, and provide technical expertise throughout the project.

William (Bill) Weiss, P.E. – Project Manager



Mr. Weiss is a Senior Engineer at APTech and the proposed Project Manager for this project. He has 28 years of pavement engineering experience and a wealth of knowledge pertaining to concrete, asphalt, and composite pavement performance, deterioration, preservation, and rehabilitation options. Mr. Weiss has extensive experience in conducting PCI surveys, implementing PMPs, conducting structural evaluations, and developing maintenance and repair recommendations. He has been involved in the decision-making process for a range of pavement networks including over thirty commercial-service airports located throughout North America and western Pacific, thirteen statewide airport systems, and seventeen U.S. Air Force bases. Recent representative experience includes pavement management projects for the following commercial-service airports:

- Brownsville South Padre Island International Airport.
- Jackson International Airport.
- Houston Airport System (Intercontinental and Hobby Airports).
- O'Hare International Airport.

As Project Manager, Mr. Weiss will serve as the primary contact with Jefferson County and will be responsible for the day-to-day activities throughout the project, including coordination with the proposed subcontractor. He will attend all project meetings, oversee all project activities, and be an active member of the project team.

Genevieve (Gen) Long, P.E. – Technical Expert



Ms. Long is the Program Director for the Commercial Airport and Department of Defense Program at APTech and has 17 years of experience in pavement engineering. Ms. Long is involved with pavement evaluation, pavement design, pavement management, training, and research projects. With extensive experience working at commercial airports, Ms. Long has served as Project Manager for PMP and pavement evaluations across North America. In addition to project management, Ms. Long's additional responsibilities at APTech include conducting PCI inspections, analyzing FWD deflection data, developing new and rehabilitation pavement designs, writing reports, and training clients in the use of PAVER and the PCI methodology. Recent representative experience includes pavement management projects for the following commercial airports:

- O'Hare International Airport.
- Dallas Love Field Airport.
- Kansas City International Airport.
- Charlotte International Airport.

Ms. Long will serve as the Technical Expert on this project, where she will be responsible for reviewing the collected and entered data and reported results throughout the project. She regularly serves as a senior technical reviewer at project milestones, which ensures that data, analyses, and documents involved in the task meet appropriate standards, including APTech's internal quality and professional standards, project and client specific standards, engineering professional standards, and regulatory requirements.

John Storm, E.I.T. – Project Engineer



Mr. Storm is an Engineering Associate at APTech with 14 years of experience with airport PMP and pavement evaluation projects, reviewing pavement records, leading pavement inspections, updating and maintaining pavement networks and associated PAVER databases, performing pavement analyses, and developing project reports. Mr. Storm has extensive experience in conducting PCI inspections, having completed projects at over 500 public airports and military facilities. He has played a key role in projects for numerous commercial airports. For this project, Mr. Storm will establish the network definition, lead the PCI inspections, and update the PAVER database as more information is collected. He has served in this role for similar projects at following commercial-service airports:

- O'Hare International Airport.
- Kansas City International Airport.
- McGhee Tyson Airport (Knoxville, Tennessee)
- Eastern Iowa (Cedar Rapids) Airport.

Sheri Hollaway, P.E. – Hollaway Consulting Engineering

Ms. Hollaway, P.E., CM, has 35-years' experience in heavy/highway, power, petrochemical construction and estimating, as well as construction administration and management, 24 of which are specifically in aviation. Ms. Hollaway understands and works daily with FAA and TxDOT requirements and is familiar with the challenges of constructing paving projects within budgets and schedules and is comfortable working outside the box to develop and implement innovative solutions. Her experience involving construction administration will benefit her proposed role on this project, specifically in determining unit costs that are representative of airfield pavement construction. Representative past experience of working with other airports in Texas include:

- Galveston Scholes International Airport.
- Kleberg County Airport in Kingsville.
- Lone Star Executive Airport in Conroe.
- Coulter Field in Bryan.

Litigation, Convictions, or Adverse Court Rulings

Applied Pavement Technology, Inc. and Hollaway Consulting Engineers are not under any current or pending litigation, convictions, or adverse court rulings.

Affirmation That Commitments May Impact Proposer's Ability to Perform

APTech has the resources to draw upon to ensure that the project for Jefferson County is completed in a timely and professional manner. We take pride in establishing a long track record of completing PMP projects on-time and on-budget, all while exceeding our client's expectations. APTech uses a web-based scheduling software to reserve testing equipment and staffing for field work so that each project maintains its schedule. Additionally, it is APTech's practice to have internal weekly group meetings to review and discuss each active project so that project needs are communicated on a regular basis. When workloads hamper the staff's ability to perform, Mr. Monty Wade, the proposed Principal-In-Charge, will allocate additional resources to ensure each need is addressed.

Evidence of Insurance

APTech and Hollaway Consulting Engineers both maintain professional and liability insurance. APTech's insurance is provided at the end of this proposal and HCE's is available upon request.

applied pavement TECHNOLOGY



Monty J. Wade, P.E.

President

Education

M.S., Civil Engineering, University of Illinois, 1993

B.S., Civil Engineering, University of Illinois, 1991

Professional Registration

Professional Engineer, Illinois, 1997; also Arizona, Florida, Hawaii, Iowa, Michigan, Mississippi, Missouri, New Jersey, New York, Ohio, South Carolina, Tennessee, Alberta (Canada), British Columbia (Canada), Manitoba (Canada), New Brunswick (Canada), Newfoundland Labrador (Canada), Northwest Territories and Nunavut (Canada), Nova Scotia (Canada), Ontario (Canada), and Saskatchewan (Canada)

INTRODUCTION

Mr. Wade is the President of Applied Pavement Technology, Inc. (APTech). He has 27 years of pavement engineering experience and has worked on commercial airfields and military facilities across North America in the areas of pavement evaluation and design, pavement management, forensic investigations, pavement research, and technology transfer.

Mr. Wade has also served as Project Manager or Principal-In-Charge for airport pavement management system (APMS) implementation or update projects for many commercial airports, including Houston George Bush Intercontinental (Texas), Houston William P. Hobby (Texas), Phoenix Sky Harbor International (Arizona), Detroit Metropolitan Wayne County (Michigan), Los Angeles International Airport (California), John F. Kennedy International (New York), Newark Liberty International (New Jersey), LaGuardia (New York), and Calgary International (Alberta, Canada) Airports. Mr. Wade works closely with these airport clients to develop practical maintenance and repair (M&R) plans or capital improvement programs (CIPs) that can be implemented by the agency to make most efficient use of their available funding.

REPRESENTATIVE EXPERIENCE

- Principal-In-Charge for the Brownsville South Padre Island International Airport (Texas) APMS, as a subcontractor. This project included records review, conducting PCI surveys, updating the PAVER database, conducting FWD testing, calculating PCNs, providing M&R recommendations, and developing project reports.
- Principal-In-Charge for the Dallas/Fort Worth International Airport (Texas) Landside Pavement Management System Implementation, as a subcontractor. APTech's work included conducting automated data collection (video inspections), interpreting pavement condition data for determining PCIs, and implementing a pavement management system.
- Project Manager for the 2014 Houston Airport System (Texas) Asset Condition Assessments, including Houston George Bush Intercontinental Airport and Houston William P. Hobby Airport, as a subcontractor. Oversaw APTech's work, which included conducting PCI inspections and updating the APMS for the runways and taxiways, conducting FWD testing, analyzing data, converting the existing AIRPAV database to PAVER, determining PCNs, and developing M&R recommendations. Nearly 42 million square feet of pavement were inspected. Also provided training on the business process for maintaining the APMS and proper maintenance and repair techniques.

applied pavement TECHNOLOGY



William R. Weiss, P.E.

Pavement Engineer

Education

B.S., Civil Engineering, University of Illinois, 1992

Professional Registration

Professional Engineer, Illinois, 1999; also Mississippi, Missouri, and Nevada

INTRODUCTION

Mr. Weiss is a Pavement Engineer at Applied Pavement Technology, Inc. (APTech). He has 28 years of pavement engineering experience and a wealth of knowledge pertaining to concrete, asphalt, and composite pavement performance, deterioration, preservation, and rehabilitation options. His technical efforts focus on pavement management and evaluation.

Mr. Weiss has extensive experience in conducting Pavement Condition Index (PCI) assessments, implementing or updating airport pavement management programs (PMPs), conducting structural evaluations, evaluating the potential for foreign object damage (FOD), developing capital improvement plans (CIPs), analyzing falling weight deflectometer (FWD) data, calculating Pavement Classification Numbers (PCNs), providing Quality Assurance/Quality Control (QA/QC) services, and developing maintenance and rehabilitation (M&R) recommendations. He has been involved in the decision-making process for a range of pavement networks including thirteen statewide airport systems; seventeen military facilities; and numerous cities, counties, intermodal facilities, and commercial service airports located throughout North America.

REPRESENTATIVE EXPERIENCE

- Project Manager for the Brownsville South Padre Island International Airport (Texas) PMP Update, as a subcontractor. Oversaw all aspects of APTech's work, which included performing a records review, conductin PCI inspections, updating the PAVER database, developing M&R recommendations, conducting FWD testing, and calculating PCNs for both runways.
- Project Manager for the Jackson Municipal Airport Authority (Mississippi) PMP Implementation, including Jackson-Medgar Wiley Evers International Airport and Hawkins Field. Overseeing all aspects of the project, which includes conducting PCI inspections, performing FWD testing, calculating PCNs, updating the PAVER database, developing M&R recommendations, developing APMS reports, developing APTech's interactive pavement management data visualization tool, IDEA, and providing PMP and PAVER training to airport staff members.
- Project Manager for the Fort Smith Regional Airport (Arkansas) Airport Pavement Management System (APMS) Update, as a subcontractor. Oversaw all aspects of APTech's work, which included reviewing records, conducting PCI inspections, updating the PAVER database, developing M&R recommendations, conducting FWD testing, determining PCNs, and developing project reports.
- Project Manager for the Columbia (California) APMS Update, as a subcontractor. Oversaw all aspects of APTech's portion of this project, which included updating the network definition and associated maps, conducting PCI inspections, updating and customizing the PAVER database, analyzing data, developing an M&R plan, and preparing a project report.

applied pavement TECHNOLOGY



Genevieve E. Long, P.E., LEED AP

Program Director

Education

M.S., Civil Engineering, University of Illinois, 2003

B.S., Civil Engineering, University of Illinois, 2002

Professional Registration

Professional Engineer, Illinois, 2006; also New York

Leadership in Energy & Environmental Design (LEED) Accredited Professional, United States Green Building Council, 2009

INTRODUCTION

Ms. Long is the Program Director for the Commercial Airport and Department of Defense Program at Applied Pavement Technology, Inc. (APTech). She has 17 years of experience in pavement engineering, and is involved with pavement evaluation, pavement design, pavement management, training, and research projects. Ms. Long has served as Project Manager for airport pavement management programs (PMPs) and pavement evaluation and design projects across North America. She has extensive experience working at commercial airports and military facilities, including serving as APTech's Project Manager for multiple pavement management projects. Ms. Long has also served as a senior engineer on several statewide Airport Pavement Management System (APMS) updates.

Many of these projects included a structural analysis component in addition to the typical tasks of performing Pavement Condition Index (PCI) inspections, PAVER database updates, associating geographic information system (GIS) maps with the pavement management databases, and developing maintenance and rehabilitation (M&R) recommendations. Ms. Long has performed countless inspections at commercial airports that include collecting data in both airside and landside work by collecting pavement distress data through automated methods – using APTech's Enhanced Data Gathering Equipment (EDGE) vehicle. She also assists with developing APTech's Interactive pavement management data visualization tool, IDEA, to easy review collected data.

REPRESENTATIVE EXPERIENCE

- Project Manager for the Dallas Love Field (Texas) Airfield Pavement Evaluation services:
  - Apron Pavement Evaluation. Overseeing pavement inspections with slab-by-slay distress mapping, analyzing data, providing future rehabilitation recommendations and associated cost estimates, and documenting results in a report and IDEA.
  - PCN Evaluation of Runway 13L-31R and Taxiways A, D, and L. Overseeing FWD testing as associated analysis, geotechnical services, PCN analysis, and associated reporting.
  - Taxiways A and M Pavement Evaluation. Overseeing pavement inspections with slab-by-slay distress mapping, analyzing data, providing future rehabilitation recommendations and associated cost estimates, and documenting results in a report and IDEA.
  - Taxiways D and P Pavement Evaluation. Overseeing pavement inspections with slab-by-slay distress mapping, analyzing data, providing future rehabilitation recommendations and associated cost estimates, and documenting results in a report and IDEA.
  - Runway 13R-31L Pavement Evaluation. Oversaw PCI inspections, review of deterioration trends, and documentation of results.
  - Taxiways C and L Pavement Evaluation. Overseeing pavement inspections with slab-by-slay distress mapping, analyzing data, providing future rehabilitation recommendations and associated cost estimates, and documenting results in a report and IDEA.



John M. Storm, E.I.T.

Engineering Associate

Education

B.S., Civil Engineering, University of Illinois, 2006

Professional Registration

Engineer-In-Training, Illinois, 2006

INTRODUCTION

Mr. Storm is an Engineering Associate at Applied Pavement Technology, Inc. (APTech) with 16 years of pavement engineering experience. His technical efforts focus on airport and roadway pavement management and evaluation. Mr. Storm works with a variety of clients including the United States Department of Defense, state departments of transportation (DOTs), municipal governments, commercial airports, and private industry clients. He has played a key role in pavement management and evaluation projects for twenty-nine United States military installations, eleven Canadian Forces Bases (CFBs), and over twenty commercial airports. He has also been involved with seventeen statewide airport pavement management system (APMS) projects.

Mr. Storm has conducted more than 400 Pavement Condition Index (PCI) inspections, and he is considered an expert in the PCI method. Some of his other responsibilities updating and maintaining PAVER databases, analyzing falling weight deflectometer (FWD) data, performing life cycle cost analyses (LCCAs), preparing maintenance and rehabilitation (M&R) plans, providing PCI and PAVER training, and developing project reports.

REPRESENTATIVE EXPERIENCE

- Project Engineer for O'Hare (Illinois) International APMS Update, as a subcontractor. Updating the network definition, collecting sample units conducting PCI surveys, and assisting in project meetings and technical support.
- Project Engineer for the Wichita Airport Authority (Kansas) Pavement Management Program (PMP) Update of Dwight D. Eisenhower National and Colonel James Jabara airports. Developed network definition, performed pavement evaluations, updated and customized PAVER, analyzed data, and generated reports.
- Project Engineer for the Nashville International Airport (Tennessee) Embraer Apron PCI Inspection. Conducted a PCI inspection and provided associated maintenance recommendations.
- Project Engineer for the McGhee Tyson Airport (Tennessee) PMP Update, as a subcontractor. Conducted PCI inspections.
- Project Engineer for the 2019 Phoenix Sky Harbor International Airport (Arizona) Airside Pavement Assessment. Reviewing records, conducting PCI inspections, and updating the PAVER database.
- Project Engineer for the 2018 to 2019 Columbus Regional Airport Authority (Ohio) APMS Update, which includes John Glenn Columbus International, Rickenbacker International, and Bolton Field Airports. Conducted PCI inspections, updated the PAVER database, developed M&R recommendations, calculated the PCN for a recently rehabilitated runway, and updated the reporting through simplification of traditional reports and incorporation of a web-hosted IDEA. Served as Project Engineer on the 2006 and 2009 updates.

HOLLAWAY
Consulting Engineers, LLC

Deliberate, Strategic, Connected

Sheri Hollaway, P.E., CM

Introduction

Ms. Hollaway, P.E., CM, has 35-years experience in heavy/highway, power, petrochemical construction and estimating, as well as construction administration and management, 24 of which are specifically in aviation. She holds a BS and an ME in Civil Engineering/Construction Management from Texas A&M University. Ms. Hollaway opened Hollaway Consulting Engineers in 2015 and has focused her business on construction management and RPR Inspections. She is familiar with the challenges of constructing projects within airport budgets and schedules and is comfortable working outside the box to develop and implement innovative solutions for real world construction. Ms. Hollaway understands and works daily with FAA and TxDOT requirements. Her extensive construction experience means plans are reviewed with a contractor's eye.

Recent Project Experience

Recent projects include design and construction management for P-501 concrete apron rehabilitation and construction management of drainage improvements at Galveston Scholes International Airport; design and construction management for P-401 runway and taxiway reconstruction at Kleberg County Airport in Kingsville, TX; managing construction for the runway extension project at Lone Star Executive Airport in Conroe, TX; design and construction management of runway shoulder and electrical improvements at Coulter Field in Bryan, TX. Her projects also include CM/PM for constructing a parallel taxiway at Conroe North Houston Regional Airport, RPR Inspection at Rusk Count Airport for hangar access taxilanes and parallel taxiway overlay, RPR inspections to relocate the perimeter road at Sugarland Regional. She is currently working as RPR at Chamber County Winnie Stowell Airport on an apron reconstruction and expansion and airport electrical upgrade project. She has additional RPR's working on the TxDOT Statewide Airport Maintenance Construction Contracts A through F, La Porte Municipal Airport and Bay City Regional Airport, Brookes County Airport and is currently completing construction administration and RPR inspection services Taxiways A and F reconstruction at Conroe North Houston Regional Airport.

Owner/President – Hollaway Consulting Engineers, LLC

- Engineering firm providing engineering design, construction management and project inspection for aviation projects in Texas.
- Coordinate and Provide RPR Inspections Services for TxDOT Aviation projects.
- Coordinate and Provide Construction Administration Services for TxDOT Aviation Projects
- Served as RPR on TxDOT Aviation projects – providing daily reports, quantity verification, monitor contractor's work for conformance to plans and specifications, coordinate materials testing, coordinate with Owner, Engineer and TxDOT.
- Provide QC and Constructability Reviews for design projects
- Provide Specialty Studies – Pavement Analysis, Part 139 Certification, provide cost estimating services and pavement studies for Master Plans

Prior to establishing Hollaway Consulting Engineers she was Senior Project Manager for Klotz Associates (2011 to 2015), Senior Project Manager for Jacobs (2009 to 2011), and Office Manager, VP Delta Airport Consultants (2001 to 2006).

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.

Applied Pavement Technology, Inc.
NAME OF BUSINESS

BY: Matt Wade
SIGNATURE

Monty Wade, P.E., - President
NAME & TITLE, TYPED OR PRINTED

115 W. Main St., Suite 400
MAILING ADDRESS

Urbana, IL 61801
CITY, STATE, ZIP CODE

(217) 398-3977
TELEPHONE NUMBER

Sworn to and subscribed before me this 17th day of May, 2021

Notary Public

State of Illinois

My Commission Expires: 02/18/2022

OFFICIAL SEAL
JILL F. MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/18/2022

Respondent: Return This Form With Response Submission.

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.

Applied Pavement Technology, Inc. Firm (Entity Name)	Monty Wade Signature
115 West Main Street, Suite 400 Street & Mailing Address	Monty Wade, P.E., President Print Name
Urbana, Illinois, 61801 City, State & Zip	May 14, 2021 Date Signed
(217) 398-3977 Telephone Number	(217) 398-4027 Fax Number
mwade@appliedpavement.com E-mail Address	

Respondent: Return This Form With Response Submission.

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

ADDENDUM TO IFB

IFB Number:	RFQ 21-030/JW
IFB Title:	Professional Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport
IFB Due:	**11:00 am CT, Wednesday, May 26, 2021**
Addendum No.:	1
Issued (Date):	May 19, 2021

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

Reason for Issuance of this addendum: Clarifications

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

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

ATTEST:

Witness

Witness

Approved by Thurs. Date: 5/20/21

Authorized Signature (Bidder)

Monty Wade, P.E. - President
Title of Person Signing Above

Applied Pavement Technology, Inc.
Typed Name of Business or Individual

115 W. Main St., Suite 400 Urbana, IL 61801
Address

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: Brownsville-South Padre Island International Airport

Address: 700 Amelia Earhart Drive, Brownsville, Texas 78521

Contact Person and Title: Mr Jeffery Hogan, Project Manager, Jviation

Phone: (303) 524-3030 Fax:

Email Address: Jeffery.Hogan@jviation.com Contract Period: January 2019 - March 2020

Scope of Work: Updated pavement management program including PCI, PCN, CIP planning, & training

REFERENCE TWO

Government/Company Name: Jackson Municipal Airport Authority

Address: Jackson - Medgar Wiley Evers International Airport, 100 International Dr., Suite 300 Main Terminal Building, Jackson Mississippi 39208

Contact Person and Title: Ms. Joyce Tillman, Airport Facilities Director

Phone: (601) 360-8662 Fax:

Email Address: jtillman@jmaa.gov Contract Period: May 2020 - Ongoing

Scope of Work: Implementing a pavement management program including PCI, PCN and CIP for JAN and reliever airport (Hawkins Field)

REFERENCE THREE

Government/Company Name: Louisiana Department of Transportation & Development - Aviation Section

Address: PO Box 94245, Baton Rouge, LA 70804

Contact Person and Title: Ms. Heidi Higginbotham, Aviation Operations Program Manager

Phone: (225) 379-3047 Fax:

Email Address: Heidi.higginbotham@la.gov Contract Period: Current: July 2020 - Ongoing (Previous update in 2017)

Scope of Work: Updating pavement management program for 62 LA airports including PCI, PCN (select pavements) and maintenance & repair plan

Respondent: Return This Form With Response Submission.

HOLLAWAY
Consulting Engineers, LLC

May 23, 2021

Bill Weiss, P.E.
Pavement Engineer
Applied Pavement Technology, Inc.
115 W. Main St., Suite 400
Urbana, IL 61801

RE: RFQ 21-030/JW
Professional Analytical Services for
Airport Pavement Management Program for
Jack Brooks Regional Airport

Dear Mr. Weiss,

This statement affirms that Hollaway Consulting Engineers, LLC (HCE) is prepared to team with Applied Pavement Technology, Inc. to complete the Professional Analytical Services for the Airport pavement Managerment program for the Jack Brooks Regional Airport as referenced above.

As part of the team, HCE will:

- Assist with records review,
- Assist in coordinating local subcontractors as required,
- Support and assist in onsite pavement inspections,
- Formulate unit prices for estimates of construction cost by reviewing bid tabs, and
- Generally provide local coordination throughout the project.

We are committed to this project team and look forward to working with you and the Airport to complete this project. Should you have any questions, or require additional information, please feel free to contact me.

Sincerely,

Sheri E. Hollaway, PE
President
Hollaway Consulting Engineers, LLC

565 S. Mason Road #498, Katy, Texas 77450
281.536.4868

Texas Department of Transportation

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

HOLLAWAY CONSULTING ENGINEERS, LLC (VN 25941)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is http://txdot.txdotcms.com

June 29, 2015
Date issued

Ron Wilson, Director
Office of Civil Rights

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2021

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 Insurance Providers Group of Illinois, LLC 3302 Mission Drive Suite 104 Champaign, IL 61822	CONTACT NAME: Kathleen Fuoss-Laurent PHONE (A/C, No, Ext): (217) 352-7080 FAX (A/C, No): (217) 903-3902 E-MAIL ADDRESS: kathleen@ipgins.com
INSURED Applied Pavement Technology, Inc. 115 W Main Street, Suite 400 Urbana, IL 61801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Property Casualty Ins Co — 36161 INSURER B: Travelers Indemnity Co — 02520 INSURER C: The Charter Oak Fire Insurance Company — 25615 INSURER D: Arch Insurance Co — 11150 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	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		680-7K622243	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X		BA- 5R191421	4/1/2021	4/1/2022	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			CUP-7K62302A	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 10,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	UB-0K939968	4/1/2021	4/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			PAAEP0139800	4/1/2021	4/1/2022	Each Claim Limit	5,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Applied Pavement Technology, Inc. 115 W. Main St., Suite 400 Urbana, IL 61801	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 Steve Behrensmeyer

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JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

April 27, 2021

Request for Statements of Qualification (RFQ 21-030/JW)
Professional Analytical Services for Airport Pavement Management Program
for the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 21-030/JW) Professional Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified firms to provide analytical services to prepare an Airport Pavement Management Program for the Jack Brooks Regional Airport. This project is intended to be funded by the FAA under the Airport Improvement Program.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by a Review/Selection Committee. The Review/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, May 26, 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 Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport**

REQUEST NO. : **RFQ 21-030/JW**

DUE DATE/TIME: **11:00 am CT, Wednesday, May 26, 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: April 28 & May 5, 2020 / The Examiner: April 29, 2021

Request for Statements of Qualification (RFQ 21-030/JW)

Professional Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA. The airport is served by 2 runways, 12/30 and 16/34.

Originally constructed as an Army Air Corps training facility at the end of World War 2, the airport was built with (3) runways. One of the original runways has since been turned into a taxiway and subsequent apron.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications for analytical services to prepare an **Airport Pavement Management Program** for the Jack Brooks Regional Airport. This project is intended to be funded by the FAA under the Airport Improvement Program (AIP). The study is anticipated to commence in the summer of 2021.

The analysis shall be completed in conformance with:

- Requirements of:
  - AC 150/5380-6
  - AC 150/5380-7B
  - AC 150/5320-12
  - AC 150/5370-11
- Pavement Condition Index (PCI) system described in ASTM D 5340
- Other applicable FAA Advisory Circulars, Orders, and Regulations

The County encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project.

As part it of it's FAA AIP Grant funding guidelines and as reflected within the evaluation factors for this RFQ, the Jack Brooks Regional Airport has a DBE participation goal of 4.81% for design/administration/support.

Purpose:

A Pavement Management Program (PMP) or Pavement Maintenance Management Program (PMMP) are interchangeable. A PMP is a set of defined procedures for collecting, analyzing, maintaining, and reporting pavement data. A PMP consists in finding optimum strategies for maintaining pavements in a safe serviceable condition over a given period for the least cost. A PMP should take into account not only inspection procedures and condition assessment, maintenance protocols and procedures, management and oversight of completed work, but also staff competence needs.

The Pavement Condition Index (PCI) is a numerical indicator that rates the surface condition of the pavement(s). The PCI provides a measure of the present condition of the pavement based on the distress observed on the surface of the pavement, which also indicates the structural integrity and surface operational condition (localized roughness and safety). The PCI cannot measure the structural capacity, neither does it provide direct measurement of skid resistance or roughness. It provides an objective and rational basis for determining maintenance and repair needs and priorities.

Section 2. Minimum Respondent Requirements

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in the field of pavement analysis for FAA AIP funded projects and other federally funded projects. Compliance with all applicable FAA Advisory Circulars, Orders, and Regulations that relate to Airport Pavement analysis.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.
- A listing of airport PMP projects for the past five years. Indicate for each, the scope of services performed, the type of project and contact information.
- A listing of airport clients for the past two years. Indicate for each, the scope of services performed, the type of project and contact information.

Section 3. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent 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 Ci dsounty 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.

Timeline:

1. **Submittal Deadline**..... Wednesday, May 26, 2021 (11:00 am CT)
2. **Notify proposers of Pending Selection**..... 2 weeks
3. **FAA review and approval of proposed Proposal of Work**..... 2 – 3 weeks
4. **Independent Fee Analysis, if proposal exceeds $100,000**.... 2 – 4 weeks
5. **Conduct contract negotiations**..... 2 weeks
6. **Approve & Award Consultant contract** ..... 1 – 2 weeks
7. **Issue Notice to Proceed and associated Purchase Order**..... T.B.D.

Begin work.....T.B.D.

Please note: The above schedule of events is tentative in nature and subject to change.

Section 4. Selection Committee

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the selection committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least 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 four (4) 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 5. Laws and Regulations

The Selected (*Awarded & Contracted*) Firm(s) for this project must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 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 7 Below)

Section 7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

7.2 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.

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

7.4 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.

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

7.5.1 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

7.5.2 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.

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

7.7 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.

7.8 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.

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

7.9.1 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.

7.9.2 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.

7.9.3 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.

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

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

7.9.4.2 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.

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

7.9.6 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

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 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.

7.11 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 8. 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.
- Minimum of (5) copies of the written responses are required.
- Maximum of (30) pages, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 9. Statement of Qualifications and Experience

Firms desiring to be considered for this project for are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, as a minimum, the following:

- Business name and legal entity.
- Local address and mailing address.
- Corporate or main office address.
- Organization chart.
- Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
- Number of years in business under present name, as well as related prior business names.
- Statement that demonstrates capacity to perform the required services.
- Description of representative work accomplished for all jobs within the past five (5) years.
- Describe reasons why the firm would be uniquely qualified to provide the analytical/consultant services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.
- List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.
- Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.
- Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific PMP projects worked on.
- Identification of any pending litigation, convictions, or adverse court rulings of all officers, consultants, and employees.
- Affirmation that commitments, current or potential, may impact the proposer's ability to perform.
- List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form is included on Page this package.
- Statement signed by any sub-consultant that the sub will perform all work as described.
- Evidence of insurance.
- 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.

Section 10. 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 11. 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 Consultant 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 Consultant under contract shall be made available to any individual or organization by the Consultant without the prior written approval of the County.

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

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: https://www.sam.gov

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

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

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."

Continued on next page ...

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

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

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

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

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

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

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

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 12. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS

1. REMEDIES

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

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

b. Key Definitions.

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

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

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

4. DAVIS-BACON ACT

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

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

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

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

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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

COMPLIANCE WITH THE DAVIS-BACON ACT:

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

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

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

5. COPELAND ANTI-KICKBACK ACT

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

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

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

> **(1) Overtime requirements.** No contractor or subcontractor contracting for any Part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
>
> **(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
>
> **(3) Withholding for unpaid wages and liquidated damages.** Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
>
> **(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

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

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

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

CLEAN AIR ACT:

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

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

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

FEDERAL WATER POLLUTION CONTROL ACT:

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

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

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

9. DEBARMENT AND SUSPENSION

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

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

c. Requirements.

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

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

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

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

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

SUSPENSION AND DEBARMENT:

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

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

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay

any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

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

11. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

2. Meeting contract performance requirements; or

3. At a reasonable price.

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

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

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

1. ACCESS TO RECORDS

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

ACCESS TO RECORDS:

The following access to records requirements applies to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

2. CHANGES

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

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

3. DHS SEAL, LOGO, AND FLAGS

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

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

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

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

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

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

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

5. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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

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

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

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

Section 13. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

a. Firm's Capability to Provide the Services – 40%

Capability to perform all or most aspects of the project and recent experience with comparable airport projects.

b. Project Understanding and Approach – 30 %

Project understanding and approach; must be able to demonstrate an understanding and familiarity of this project and describe your approach to completing the project.

c. Staff Qualifications – 20 %

Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA regulations, policies, and procedures.

d. DBE Goals & Good Faith Efforts – 10 %

Ability to meet DBE goal of 1.95% and documenting good faith efforts.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the Airport will enter into contract negotiations with the selected firm. The airport and firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the Airport will then enter into negotiations with the next highest qualified consultant.

Section 14. Submission Requirements

Respondents are responsible for submitting:

One (1) original and (5) proposal 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 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, May 26, 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.

Please direct questions to Jamey West, Assistant Purchasing Agent at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us.

Courthouse Security:

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. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents 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.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: Brownsville-South Padre Island International Airport

Address: 700 Amelia Earhart Drive, Brownsville, Texas 78521

Contact Person and Title: Mr Jeffery Hogan, Project Manager, Jviation

Phone: (303) 524-3030 Fax:

Email Address: Jeffery.Hogan@jviation.com Contract Period: January 2019 - March 2020

Scope of Work: Updated pavement management program including PCI, PCN, CIP planning, & training

REFERENCE TWO

Government/Company Name: Jackson Municipal Airport Authority

Address: Jackson - Medgar Wiley Evers International Airport, 100 International Dr., Suite 300 Main Terminal Building, Jackson Mississippi 39208

Contact Person and Title: Ms. Joyce Tillman, Airport Facilities Director

Phone: (601) 360-8662 Fax:

Email Address: jtillman@jmaa.gov Contract Period: May 2020 - Ongoing

Scope of Work: Implementing a pavement management program including PCI, PCN and CIP for JAN and reliever airport (Hawkins Field)

REFERENCE THREE

Government/Company Name: Louisiana Department of Transportation & Development - Aviation Section

Address: PO Box 94245, Baton Rouge, LA 70804

Contact Person and Title: Ms. Heidi Higginbotham, Aviation Operations Program Manager

Phone: (225) 379-3047 Fax:

Email Address: Heidi.higginbotham@la.gov Contract Period: Current: July 2020 - Ongoing (Previous update in 2017)

Scope of Work: Updating pavement management program for 62 LA airports including PCI, PCN (select pavements) and maintenance & repair plan

Respondent: Return This Form With Response Submission.

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.

Applied Pavement Technology, Inc. Firm (Entity Name)	Monty Wade Signature
115 West Main Street, Suite 400 Street & Mailing Address	Monty Wade, P.E., President Print Name
Urbana, Illinois, 61801 City, State & Zip	May 14, 2021 Date Signed
(217) 398-3977 Telephone Number	(217) 398-4027 Fax Number
mwade@appliedpavement.com E-mail Address	

Respondent: Return This Form With Response Submission.

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.

Applied Pavement Technology, Inc.
NAME OF BUSINESS

BY: Monty Wade
SIGNATURE

Monty Wade, P.E., - President
NAME & TITLE, TYPED OR PRINTED

115 W. Main St., Suite 400
MAILING ADDRESS

Urbana, IL 61801
CITY, STATE, ZIP CODE

(217) 398-3977
TELEPHONE NUMBER

Sworn to and subscribed before me this 17th day of May, 2021

Notary Public

State of Illinois

My Commission Expires: 02/18/2022

OFFICIAL SEAL
JILL F. MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/18/2022

Respondent: Return This Form With Response Submission.

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

ADDENDUM TO IFB

IFB Number:	RFQ 21-030/JW
IFB Title:	Professional Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport
IFB Due:	**11:00 am CT, Wednesday, May 26, 2021**
Addendum No.:	1
Issued (Date):	May 19, 2021

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

Reason for Issuance of this addendum: Clarifications

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

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

ATTEST:

Witness

Witness

Approved by Thurs. Date: 5/20/21

Authorized Signature (Bidder)

Monty Wade, P.E. - President
Title of Person Signing Above

Applied Pavement Technology, Inc.
Typed Name of Business or Individual

115 W. Main St., Suite 400 Urbana, IL 61801
Address

RFQ 21-030/JW
Clarifications

Question: Please confirm the DBE participation goal for this project. Page 1 of 24 says 4.81%, while page 19 of 24 has the goal as 1.95%.

Answer: This is a typo within the RFQ specifications. The 2021 DBE Goal is 1.95%. The utilization of (DBE) subcontractors does count towards this DBE goal.

Question: Is this a first-time implementation of a PMP for Jack Brooks Regional Airport? If not, are the previous pavement management database (PAVER) and corresponding mapping files available for the selected consultant?

Answer: Yes, this is a first-time Pavement Management Program.

Question: Is a structural evaluation envisioned such as determining the Pavement Classification Number (PCN) for the runways?

Answer: In reference to performing core drills along the pavement to determine if the PCN is uniform for a single runway, this will be addressed during scope negotiations.

Question: Is skid testing requested (as the FAA AC is referenced, 150/5320-12)?

Answer: Yes.

Question: To verify, does the airport want the skid resistance and NDT testing performed?

Answer: We are seeking services required for airports under the most current version of Advisory Circular 150/5380-7B. If a service is not required under the AC, then that can be discussed in scope negotiations.

Question: Is there a minimum font size requirement for the SOQ?

Answer: There is not a minimum font requirement, however we do encourage at minimum a 10-11 size font that is easily readable for the evaluators.

Question: The RFQ states "Statement signed by any sub-consultant that the sub will perform all work as described." Will these signed statements count toward the 30-page limit for the SOQ?

Answer: Yes, these statements will be included in the 30-page limit.

Question: Do we need to submit a Form 1295 with our submission? If so, does Form 1295 count towards the 30-page limit for the SOQ?

Answer: A FORM 1295 will be required at time of award. Respondent may choose to include a completed FORM 1295 in their response. This form will not be counted towards the 30-page limit.

Question: If we include our insurance certifications as evidence of insurance, will that count towards the 30-page limit?

Answer: Insurance documentation will not count towards the 30-page limit.

EXHIBIT B

SAM.GOV®

APPLIED PAVEMENT TECHNOLOGY, INC

Status as of: 12/02/2021 Original

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
965413248	**CALKP4QGKLH3**	**1MD49**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**May 26, 2022**
Physical Address	Mailing Address	
115 W Main STE 400 **Urbana, Illinois 61801-2722** **United States**	**115 W Main STE 400** **Urbana, Illinois 61801-2722** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Illinois 13	**Illinois / United States**	**http://www.appliedpavement.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 27, 2021	**May 26, 2021**	**Jun 25, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 29, 1994	**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 Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

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
No	**No**

EXHIBIT B: PAGE B.2

EFT Indicator	CAGE Code
0000	**1MD49**

Points of Contact

Electronic Business

Stephanie M Slife, Finance & HR Director
115 W Main STE 400
Urbana, Illinois 61801
United States

Monty J Wade, President
115 W Main STE 400
Urbana, Illinois 61801
United States

Government Business

Monty J Wade, President
115 W Main STE 400
Urbana, Illinois 61801
United States

Monty J Wade, President
115 W Main STE 400
Urbana, Illinois 61801
United States

Past Performance

Stephanie M Slife, Finance & HR Director
115 W Main STE 400
Urbana, Illinois 61801
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541340	**Drafting Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541380	**Testing Laboratories**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**
	611430	**Professional And Management Development Training**

Disaster Response

This entity does not appear in the disaster response registry.

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:
2021-828482

Date Filed:
12/02/2021

Date Acknowledged:
12/02/2021 JW

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Applied Pavement Technology, Inc.
Urbana, IL 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.**
RFQ 21-030/JW
PROFESSIONAL ANALYTICAL SERVICES FOR AIRPORT PAVEMENT MANAGEMENT PROGRAM FOR THE JACK BROOKS REGIONAL

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Potvin, Kyle	Waunakee, WI United States	X	
Peshkin, David	Champaign, IL United States	X	
Smith, Kurt	Paxton, IL United States	X	
Wade, Monty	Mahomet, IL United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Monty Wade, and my date of birth is December 2, 1968.

My address is 1509 Riverwood Point (street), Mahomet (city), IL (state), 61853 (zip code), Champaign (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Champaign County, State of Illinois, on the 2nd day of December (month), 20 21 (year).

Monty Wade
Digitally signed by Monty J. Wade
Date: 2021.12.02 07:58:52 -06'00'

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B: PAGE B.4

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: undefined (HB 89, 85th R.S.)External Link: undefined, Tex. Govt. Code 2252.153External Link: undefined (SB 252, 85th R.S.)External Link: undefined, and Tex. Govt. Code 2270.0209External Link: undefined (SB 253, 85th R.S.)External Link: undefined, and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152External Link: undefined (SB 252, 85th R.S.)External Link: undefined and Tex. Govt. Code 2270.002External Link: undefined (HB 89, 85th R.S.)External Link: undefined.

- 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 30, 2021*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 30, 2021*
- 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

2021 List of Companies Engaging in Scrutinized Business Operations in Sudan Chapter 2270 of the Texas Government Code

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

Updated November 2021

2021 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AFRY AB F/K/A AF POYRY AB	SE0005999836
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
BHARAT PETROLEUM CORPORATION LIMITED	INE029A01011
CHINA RAILWAY GROUP LIMITED	CNE100000866
GLENCORE PLC	JE00B4T3BW64
HINDUSTAN PETROLEUM CORPORATION LIMITED	INE094A01015
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
JINDAL STEEL & POWER LIMITED	INE749A01030
LLOYDS BANKING GROUP PLC	GB0008706128
MAN SE	DE0005937007
MANGALORE REFINERY & PETROCHEMICALS LIMITED	INE103A01014
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
OIL & NATURAL GAS CORPORATION LIMITED	INE213A01029
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
TELECOM ITALIA SPA	IT0003497168
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE100001MJ9

Updated November 2021

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

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.

Applied Pavement Technology
Company Name

RFQ 21-030/JW
IFB/RFP/RFQ number

Certification check performed by:
James West, contract specialist
Purchasing Representative

12/02/2021
Date

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.

Monty Wade

Digitally signed by Monty J. Wade
Date: 2021.12.09 04:23:51 -06'00'

Signature of Contractor's Authorized Official

Monty Wade, President

Name and Title of Contractor's Authorized Official *(Please Print)*

December 9, 2021

Date

Respondent: Complete & Return this Form with Qualifications Submission.

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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5) If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6) Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7) Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8) Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9) For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10)
    a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11) The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Red

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a.bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Monty Wade Digitally signed by Monty J. Wade
Date: 2021.12.09 04:24:18 -06'00'

Signature of Company Representative

December 9, 2021
Date

On this 9th day of December, 2021, personally appeared

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

Notary Seal

OFFICIAL SEAL
JILL F. MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/18/2022

Notary Signature

12/9/2021
Date

Respondent: Complete & Return this Form With Response Submission.

Fittz & Shipman

INC. RFQ 21-043/JW

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President
Donald R. King, P.E., Vice President

December 8, 2021

ATTEST
DATE 12/14/2021

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Ms. Jamey West
Assistant Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

****Professional Agreement****

RE: RFQ 21-043 JW Professional Engineering Service Landside Rd Pavement Repairs at Jack Brooks Regional Airport

Dear Ms. West:

Fittz & Shipman, Inc. is pleased to provide this proposal per your Request for Statements of Qualifications for Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport per the RFQ sent to your office on Tuesday, July 27, 2021. Below is a description of the scope of work and proposed fee, as outlined in scope of work attachment 1 and site visit with airport officials. Proposal was revised from additional interpretations of Scope of Work in regards to FFA compliance review and approval.

COMPENSATION

Our sub consultants cost provided with Science Engineering to provide geotechnical investigation, testing, and analysis services during the Engineering Design Phase.

We have estimated the Project Administration and Design Services will be completed in ten (10) months. The Bidding Services and Construction Oversight will be complete in twelve (12). This project schedule is based on the assumption that the Federal Aviation Administration (FAA) would authorize the project General Review Acceptance.

Fittz & Shipman, Inc. proposes to provide the above outlined engineering services on a fixed fee basis listed below:

Project Administration:	***$19,500.00***
Design Services:	***$350,000.00***
Bidding Services:	***$12,500.00***
Construction Oversight:	***$65,500.00***

To assist Jefferson County in future project planning, we have also included as attachment 2 a Rough Order of Magnitude (ROM) cost estimate to construct all project features as specified in the RFQ's project description. Please note this ROM estimate should be used for planning purposes only.

In the event of efforts beyond the anticipated scope of services, **Fittz & Shipman, Inc.** shall notify you regarding the need for amendment of this agreement regarding scope and compensation.

This scope of work may be amended to provide additional services at the published standard rates upon written authorization by Owner.

CONTRACT TERMS AND CONDITIONS:

Fittz & Shipman, Inc. shall submit monthly statements for services rendered based on percent of task complete. Reimbursable Expenses incurred shall be invoiced at cost plus a management fee of 15%.

We appreciate your confidence in **Fittz & Shipman, Inc.** for this project. If you wish to discuss our scope of services, scheduling, or compensation, please feel free to call. If this proposal meets with your approval, please sign the proposal, retain a copy for your files and return to our office.

EXTENT OF AGREEMENT:

This Agreement, 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 the County and Contractor.

The executed Contract Document shall consist of the following components:

a. This Professional Agreement Document
b. EXHIBIT A: Statement of Qualifications Submitted by Contractor (PAGES 1-2) (Includes RFQ Specifications, and Addendum No. 1: Completed, Signed, and Submitted as part of RFQ Response by Contractor) (PAGES A.1-A.75)
c. EXHIBIT B: Additional Required (Contractor) Documentation: Proof of System for Award Management Status, TEC FORM 1295 (Completed and Signed by Contractor), Proof of Divestment Status. (PAGES B.1-B.9)

Sincerely,

Fittz & Shipman, Inc.

Bernardino D. Tristan, P.E.
For the Firm

Accepted:

Jefferson County

December 14, 2021

by: Mr. Jeff R. Branick, Jefferson County Judge Date

HUB
Statewide Historically Underutilized Business Program
Fittz & Shipman, Inc.

EXHIBIT A

STATEMENT OF QUALIFICATIONS

for

JEFFERSON COUNTY

Request for Statements of Qualifications
RFQ 21-043/JW
for Professional Engineering Services
for Landside Road Pavement Repairs
at the Jack Brooks Regional Airport

July 2021

Fittz & Shipman INC.

Consulting Engineers and Land Surveyors

1405 CORNERSTONE COURT
Beaumont, Texas 77706
(409) 832-7238

501 Proctor Street, Suite 323
Port Arthur, Texas 77640
(409)999-6023

Certified MBE Minority Business Enterprise

HUB Statewide Historically Underutilized Business Program

DISADVANTAGED BUSINESS DBE CERTIFIED ENTERPRISE

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President
Donald R. King, P.E., Vice President

July 27, 2021

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

RE: Request for Statements of Qualifications (RFQ 21-043/JW)
For Professional Engineering Services
for Landside Road Pavement Repairs
at the Jack Brooks Regional Airport

We are pleased to submit to you our Statement of Qualifications per your Request for Statements of Qualifications for Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport.

- Fittz & Shipman, Inc. is a locally owned multi-disciplined Engineering and Land Surveying Company providing Civil Engineering, Structural Engineering and Land Surveying and is certified as a Minority Business Enterprise (MBE), Historically Underutilized Business (HUB) and a Disadvantaged Business Enterprise (DBE). Our Team consists of Engineers, Surveyors and Technicians that normally perform Engineering and Surveying tasks on a daily basis.
- Understanding of the work - Fittz & Shipman, Inc., has reviewed the Request for Qualifications and has also reviewed information we have on file regarding facilities and past projects we have designed throughout Southeast Texas. We have performed designs for numerous commercial site development projects and school projects throughout Southeast Texas which have provided experience in paving design, water and wastewater design as well as Structural Engineering for foundations, framing and building design.
- State Licensing - Fittz & Shipman, Inc., is registered with the Texas Board of Professional Engineers and Land Surveyors as Engineering Firm No. 1160 and Survey Firm 100180 and is current with the state board. All Engineers designated as "P.E." and our Registered Professional Land Surveyor (R.P.L.S.) are independently licensed by the Texas Board of Professional Engineers and Land Surveyors.

- Fittz & Shipman, Inc., has not engaged in any unethical practices in the last 5 years or during the history of our company.

Advantages of the Fittz & Shipman Team are:

- We have a history of multiple projects which have been funded by Federal and State Funds and have participated in the application process for obtaining funding.
- We are a Southeast Texas Employee Owned Company with many Engineers and a capable Survey Staff. Our decisions are made locally.
- All of our employees live in the Southeast Texas area – so we are proud to have ownership in the design of our nearby projects and look out for the best interests of the communities.

In summary, we have proven experience and would like the opportunity to discuss our capabilities with you and your staff as you consider projects for funding and design.

Sincerely,

Fittz & Shipman, Inc.

Bernardino Tristan, P.E.,
Chief Executive Officer

TABLE OF CONTENTS

- TRANSMITTAL LETTER
- COMPANY PROFILE
- FIRM EXPERIENCE AND QUALIFICATIONS
- RELEVANT PROJECTS
- SCOPE OF WORK
- PROJECT APPROACH
- TEAM ORGANIZATION
- SUBCONTRACTOR LETTER OF AGREEMENT
- RESUMES OF KEY TEAM MEMBERS
- REQUIRED FORMS
  - Certificate of Insurance
  - SAM Registration Search
  - Form 1295
  - RFQ Specifications with Completed Forms

COMPANY PROFILE

FIRM NAME
FITTZ & SHIPMAN, INC.

YEARS IN BUSINESS
41

OWNERSHIP STRUCTURE
Corporation
Tax ID No. 74-2087306

MBE Certified
HUB Certified
DBE Certified

STAFF COUNT
31

LOCATIONS

Corporate Office
1405 Cornerstone Court
Beaumont, Texas 77706
(409)832-7238

Branch Office
501 Proctor Street, Suite 323
Port Arthur, Texas 77640
(409)999-6023

POINTS OF CONTACT

Bernardino Tristan, CEO
btristan@fittzshipman.com
Daniel Dotson, President
ddotson@fittzshipman.com
Donald King, Vice President
dking@fittzshipman.com



Founded in 1980 in Beaumont, Texas. Fittz & Shipman, Inc., provides Civil Engineering, Structural Engineering, Land Surveying, and Construction Management Services throughout Southeast Texas, Houston and East Texas. Our staff includes Professional Engineers, Engineers-in-Training, Construction Inspectors, a Registered Public Surveyor, Survey Field Crews, and Computer Drafting and Design personnel.

Fittz & Shipman, Inc., does not exclusively work for local municipalities and county governments as we also perform engineering and surveying for school districts, local industrial facilities, private developers and commercial businesses. This lets us provide engineering designs as an "end user" of the existing infrastructure and local codes and ordinances – in many cases designing facilities to improve the existing drainage or utility systems through improved storm sewers, storm water detention facilities, plans to control erosion during construction, and permit applications and documentations for our clients

Our structural engineering experience has been in the area of foundation and structural design including bridges, fire stations, public utilities, schools, hospitals, office buildings, churches, and many other public and private projects

Civil engineering projects include roads, water/wastewater projects, subdivisions, commercial and institutional facilities, athletic facilities, schools, traffic, transportation, stormwater detention, and many other projects.

Fittz & Shipman, Inc., seeks the most qualified engineers and technicians in order to provide exceptional service to government agencies, municipalities, private corporations and individuals.

OFFICERS:

Bernardino Tristan, P.E. – Chief Executive Officer
Daniel Dotson, P.E. – President
Donald King, P.E. – Vice President
Terry Shipman, P.E., M.A.S.C.E. – Senior Consultant

HUB CERTIFICATION:

Fittz & Shipman is a MBE, HUB and DBE Certifiied business.

ASSOCIATIONS AND AFFILIATIONS:

American Institute of Architects
Associated General Contractors
Beaumont Public Schools Foundation
National Society of Professional Engineers
American Society of Civil Engineers
Homebuilders of Southeast Texas
Young Mens Business League – Beaumont
American Institute of Steel Construction

INSURANCE:

Fittz & Shipman maintains general liability, automotive, workers compensation, and professional liability insurance. If selected Fittz & Shipman, Inc., will maintain insurances as required by this RFQ. Current Certificates of Insurance are attached.

SAM.GOV Registration:

Fittz & Shipman has an active registration with SAM.gov:
DUNS: 021491774 CAGE Code: 7RHX6
Expiration Date: April 6, 2022

PENDING LITIGATION, JUDGEMENTS, OR LIENS:

There are no current litigations, outstanding judgements and/or liens affecting the firm.

SPECIALTY SERVICES: AVIATION EXPERTS

KSA

An industry leader with a proven track record in the fields of civil engineering, planning and architectural design. Founded in 1978, KSA provides a broad range of consulting, management, engineering, architecture, planning, surveying, and construction services. KSA is one of the largest and most respected aviation design groups located in the FAA's Southwest Region, their aviation engineers, pavement specialists, planners, designers, CAD technicians, GIS specialists and project representatives work on a diverse mix of aviation projects every day. KSA has completed aviation projects for airports across the southwest region, ranging in size from small general aviation airports to medium hub commercial service airports.

FIRM EXPERIENCE AND QUALIFICATIONS

IN-HOUSE STAFF CAPABILITIES

- Project Management
  - ◊ Preparation of Documents for State or Federal Funding
  - ◊ Preparation of Documents for Permitting by State Agencies
  - ◊ Research into Applicable Rules and Regulations

- Structural Engineering Design
  - ◊ Design of Steel and Concrete Structures
  - ◊ Bridge Design and Inspection
  - ◊ Pump Station and Foundation Design
  - ◊ Load Rating of Existing Bridges
  - ◊ Sheet Pile Design
  - ◊ Bulkhead Design

- Civil Engineering Design
  - ◊ Hydraulic and Hydrologic Studies
  - ◊ Drainage Channel & Levee Design
  - ◊ Storm Sewer Design & Pump Station Design & Modifications
  - ◊ FEMA Map Amendments & Zero Rise Studies
  - ◊ Master Planning for Sites & Development
  - ◊ Review of Construction Plans for developers or contractors submitting project plans to the Client
- Land Surveying
  - ◊ Topographic Surveys for Design
  - ◊ Boundary Surveys for Parcels
  - ◊ Preparation of Easements
  - ◊ Construction Stakeout

- Construction Monitoring
  - ◊ Drainage Channels & Levees
  - ◊ Storm Sewers & Drainage Facilities
  - ◊ Streets, Pavements and Parking Facilities
  - ◊ Structural Steel and Concrete for Buildings and other Structures.

VARIETY OF CLIENTELE

Fittz & Shipman, Inc., has performed design and construction for municipalities, counties, private developers, and industrial clients. This variety of clients for both Public and Private Owners gives us a unique perspective of being an end user of local codes and regulations as well as evaluating the capabilities of local project areas to provide adequate drainage, roads, and utilities to allow for new development.

FIRM AVAILABILITY

Our Engineers and Staff live and work in Southeast Texas. Decisions are made locally. Fittz & Shipman, Inc., has designed municipal and private projects in Southeast Texas for over 40 years and is easily accessible to the our clients. Our local engineers and survey crews are familiar with Southeast Texas and are easily available for meetings and field work.

LOCAL RESPONSE

Fittz & Shipman, Inc., is located in Beaumont and Port Arthur which provides easy access for Jefferson County Officials and the project site.

- Our close locations allow us to easily travel to the project site for a prompt response during design and construction activities.

Our locations also provides "Ownership" of our projects for members of Fittz & Shipman staff and families which live in the Southeast Texas area.

CURRENT WORKING RELATIONSHIP WITH SUBCONSULTANT

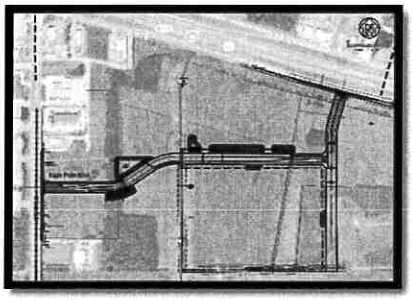
KSA and Fittz & Shipman, Inc. are currently under contract to support KSA Engineers (KSA) in response to the Jefferson County Request for Statements of Qualification (RFQ 21-030/JW) for the Professional Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport with Maintenance and Rehabilitation (M&R) Alternatives and Opinion of Probable Construction Costs (OPCC)

UNIQUE QUALIFIERS

Fittz & Shipman, Inc. is a full service civil/surveying and structural engineering company in Beaumont. We are very experienced with the Gulf Coast's extreme rainfall and highly expansive clay soils. We pride ourselves on being able to develop a close, collaborative relationship with professional planners and owners that benefit both the working relationship and the project as a whole. We have current and past design projects at the Jack Brooks Regional Airport. We have been readily available to fast-track repair work at the airport for hanger damage and pavement repairs that could have damaged aircrafts. We have an intimate knowledge of the utilities and drainage systems at the airport from past working experiences. With the aide of aviation experts, KSA, we have a full resource of skilled staff and precise equipment to tackle any project with extreme confidence to provide quality service. Fittz & Shipman, Inc. is a State Certified HUB and DBE firm.

RELEVANT PROJECTS

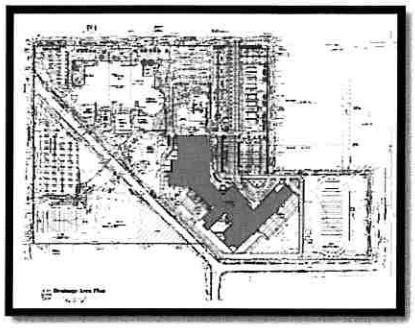
RELEVANT PROJECTS



EAGLE POINT BOULEVARD/MEDICAL CENTER DRIVE

CITY OF ORANGE

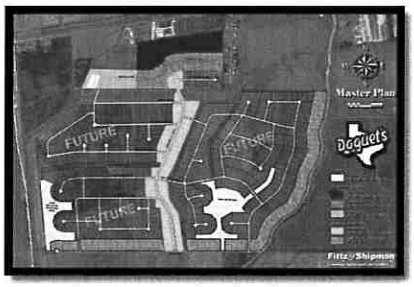
Topographic Surveying & Civil Engineering Design for a new boulevard type roadway to serve commercial area in partnership with developer. Design of concrete pavement with curb & gutter, storm inlets & storm lines, storm water detention/retention ponds to control runoff, planning for water & sewer utilities, signs & markings, preparation of ROW and easement documents. Coordination with TxDOT for acceleration/deceleration lanes.



NEDERLAND I.S.D. BOND PROJECTS

NEW HIGH SCHOOL + STADIUM/PRESSBOX, LANGHAM ELEMENTARY, HIGHLAND ELEMENTARY, HILLCREST ELEMENTARY FOUNDATION
TEXAS IBI GROUP INC., ARCHITECTS

Structural Design and Civil/Site Design for New High School Buildings & additions to existing elementary school buildings. Design for renovation of existing connecting buildings. Design of underground storm lines and inlets for New Buildings and parking additions. Design of Storm Detention facilities. Design of sidewalks and ramps to meet ADA requirements. Design of installation of new water lines and fire hydrants, sanitary sewer lines and replacement of existing sanitary sewer lift station. Coordination with City for permitting of utilities and driveway connections in ROW's.



DIAMOND D MASTER PLAN & DETENTION AREAS

DIAMOND D DEVELOPMENT / JEFFERSON COUNTY DRAIN DISTRICT 6

Master Plan of 550 Acre site for Residential Development. Determination of Pre-Developed and Projected Developed Storm water flows for 5, 10, 25 and 100 year storm events to determine sizing of storm water detention/retention ponds. Geometric layout of ponds and drainage channels to serve the development. Design of streets inlets, and storm lines to Jefferson County standards for conveyance to County following development. Design of water lines and hydrants for conveyance to Meeker Municipal Utility District after warranty period.



4TH STREET EXTENSION

NATIONAL TANK / CITY OF BEAUMONT, TEXAS

Design of Eastern new concrete roadway, storm drainage, and water and sewer lines adjacent to commercial development site, constructed by developer for dedication to the City of Beaumont. Determination of Drainage Areas, inlet locations storm line sizing and grades. Documents and project specifications in accordance with City of Beaumont specification. Design of traffic control signage & striping. Construction Phase Monitoring and certifications.



SUBDIVISION DEVELOPMENT REVIEWS

HARDIN COUNTY, TEXAS

Review of subdivision plats and replats for compliance with Hardin County Subdivision and drainage requirements. Preparation of review comments and recommendations for approval or disapproval of plats, replats, and construction plans. Monitoring of construction activities including base preparation, asphalt and concrete pavements and subdivision drainage facilities. Recommendations for rule changes for drainage and minimum lot size requirements for subdivisions.



- Bear Creek Subdivision
- Beaumont Colony Replats
- Brown Addn Minor Plat
- Golden Park Minor Plat
- Idylwild Villas Subdivision
- Keith Cove Subdivision
- Lake Estates Garden Homes – Wildwood
- Oak Ridge Park – Talpa Trail
- Pine Acres Minor Plat
- Pinewood Sec 1 Replat
- Plantation Oaks Phase 2 Subdivision
- Rock Creek Ridge Subdivision
- Sugar Maple Ranch Subdivision
- West Palm subdivision
- Westwood Subdivision
- Westwood Village Subdivision
- Whispering Pines Subdivision
- Windsor Heights Subdivision
- Windsor Heights Townhomes



PARK CENTRAL BOULEVARD

ITEX / CITY OF PORT ARTHUR

Design of eastern ½ of new 4 lane concrete boulevard with medians, constructed by developer for dedication to the City of Port Arthur. Coordination with Jefferson Co. Drainage District 7 for connection of storm sewers. Design of traffic control signage & striping. Determination of Drainage Areas, inlet locations storm line sizing and grades. Documents and project specifications in accordance with City of Port Arthur specification



LNVA BRIDGE CROSSING

SAMSON LONE STAR LLC

Design and specifications for concrete bridge with truck loadings above TxDOT standard ratings to cross LNVA Canal east of Keith Road + 250 ft roadway. Prepare Schematic Drawings & Application for Lower Neches Valley Authority (LNVA) Board. Evaluate cost effective design alternates for bridge & roadway. Structural design & specifications for concrete pilings, and bridge end caps. Structural calculations & review of manufacturer shop drawings for prestresses box beam designs for 180,000 lbs. over capacity truck loads. Monitoring of construction.



REAGENT CHEMICAL

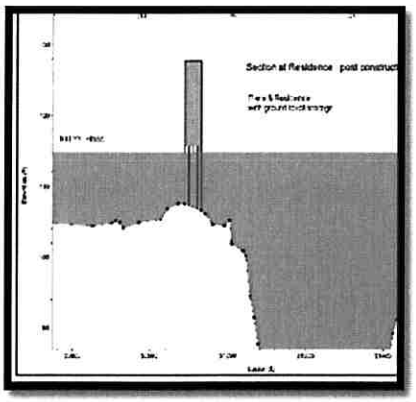
REAGENT CHEMICAL & RESEARCH, INC.

Design of site grading and drainage for 8.37 acre industrial facility. Design of concrete approach driveways, site rock road pavements and rock parking areas. ADA accessible parking spaces and ramp entry to building. Geometric design for 18-wheel truck and trailer access to building truck bays. Coordination and submission of site plans to TxDOT for driveway entrances and site drainage. Design of earthen storm drainage detention ponds and outlet controls for no-impact storm design.



KINGWOOD LDS CHURCH
THE LABICHE ARCHITECTURAL GROUP

Design of concrete entry boulevard, parking areas, site grading for new church facility and storm detention area on approximately 8 acre site. Drainage computations, storm sewer design and storm detention facilities to limit site drainage to pre-developed conditions. Design of water line loop with fire hydrants and sanitary sewer lines. Coordination for building and site permitting with City of Houston and coordination for extension of gravity sewer to the site.



ZERO RISE CERTIFICATION STUDIES
ORANGE, HARDIN & JEFFERSON COUNTIES

Zero rise certification studies for individual property owners for proposed construction in the 100 year floodway. Field Surveying of lot and upstream and downstream cross sections along stream to determine existing sections verify FEMA HEC-2 modeling, computer projection of proposed residences to determine upstream and downstream effects on the floodway. Coordination & submission to County Flood Control Agencies.



HWY. 105 SHEET PILE DESIGN
EXCAVATION & CONSTRUCTION, INC.

Performed site observation for the installation of a sheet pile retaining wall required for the installation of large drainage structures. Visually examine the soil conditions and designed the cantilevered steel sheet piles to retain approximately ten feet (10'-0") of earth (freeboard). Provided construction documents for the installation of the steel sheet piles.



BEAUMONT ISD ATHLETIC COMPLEX
BEAUMONT INDEPENDENT SCHOOL DISTRICT

Boundary & topographic survey of 26 acre site. Civil Engineering design of 4 lane entry boulevard, parking areas, site grading for football stadium & parking areas, drainage computations, storm sewer design and detention facilities for the 26 acre site + adjacent commercial tracts. Extension of sanitary sewer lines and water lines to the site and design of water line loop with fire hydrants and. Boring of water, sewer lines under existing pipelines and railroad tracks.



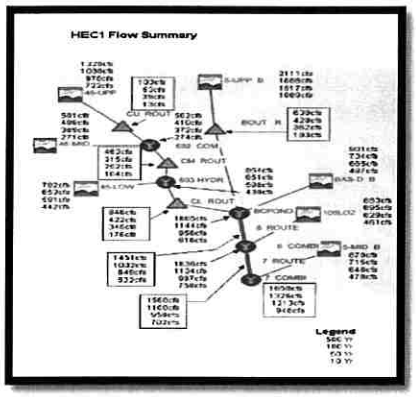
WEST ORANGE COVE C.I.S.D. MIDDLE SCHOOL IMPROVEMENTS
WEST ORANGE - COVE C.I.S.D. / CITY OF ORANGE

Paving, Drainage and Utilities design for modifications to existing site to add 1 school building, parking areas and bus loading driveway. Design for controlled installation of new 16 inch diameter bypass water line to relocate existing line. Design of off-site storm lines and on site storm water detention facilities to upgrade drainage in the immediate 10 block area. Coordination with City of Orange and TxDOT for permitting of storm lines and utility easements. Coordination with AT&T, Centerpoint Energy



COOPER'S GULLY DRAINAGE IMPROVEMENTS*
CITY OF ORANGE

Installation of 60,000 gpm pump and natural gas engine within Cooper's Gully Pump Station; Surveying, Design, and Construction Administration for concrete liner, widened earthen channel with additional right-of-way investigation. Design of concrete channel liner sections along Simmons and Jayway subdivision



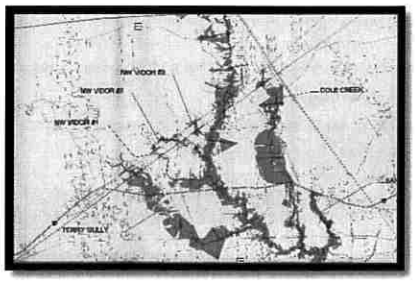
KEITH DITCH – FEMA FLOOD MAP REVISIONS
THE NICHOLS COMPANY

Request for FEMA Map Amendments for FIRM panel No. 485457 0050 D. Review of original data and determination of errors in field data and HEC procedures. Field Surveying and new HEC2 coding + computations based on actual field conditions & new detention facilities. Submission of FEMA MT-2 application, field mapping and updated HEC2 data to support of "Letter of Map Revision." Coordination with City of Beaumont, Drainage District 6 and Jefferson County. Letter of Map Revision was approved.



STORM WATER PUMPING & DETENTION
MOBIL OIL BLENDING & PACKAGING

Drainage Master Plan, Design of detention facilities and diversion gates for segregation of storm water. Design of new pump station to provide increased storm water capacity. Trash racks and facilities for periodic cleaning. Provision for future additional pumps.

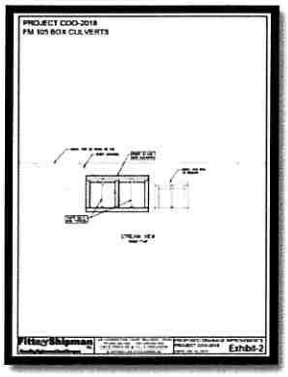


COW BAYOU DRAINAGE STUDY
ORANGE COUNTY DRAINAGE DISTRICT

Application for funding for drainage study of Cow Bayou Watershed. Field surveying of bridges, culverts and stream cross sections for Cow Bayou and tributaries in Orange County and Jasper County. Establishment of bench mark system and GPS coordinate system based on USGS datum. Review of TxDOT construction plans for bridges. Review of previous drainage studies for the Cow Bayou Watershed. Coordination with hydrologic consultant to determine storm water flows and associated water surface profiles. Review and comparison of FEMA 100 year flood mapping. Prioritization and recommendations for improvement. Preparation of preliminary improvement plan and cost estimates.

FEDERAL AND STATE FUNDED PROJECTS





2020 & 2018 HARVEY & CDBG APPLICATION MATLS.

CITY OF ORANGE / MPTX ASSOCIATES

Preparation of Exhibits, Narratives and Cost Estimates for applications for funding for Harvey Flooding Funding and/or Community Development Block Grant Funding. Preliminary assessments of the site conditions to determine drainage areas, culvert sizes, materials for the project for use in preparation of budget estimates and unit costs

Separate applications included the following:

- FM 3247 Box Culvert Crossing Upsizing
- FM 1130 Box Culvert Crossing Upsizing
- Orange Police Department - Building for High Water Vehicles
- West Side Water Line – Phase 2
- FM 105 Box Culvert Crossing Upsizing
- Old Town Storm Gates

Funding for Projects is pending.

Contact Person:
Jim Wolf, P.E., Director of Public Works
City of Orange
(409) 883-1082



LNVA NECHES PUMP STATION MITIGATION

LOWER NECHES VALLEY AUTHORITY

Removal and replacement of windows, roof. Asbestos abatement, replacement of doors with waterproof doors, coating of exterior concrete with waterproof sealants, injection of cracks with epoxy, replacement of complete electrical service and watertight conduits, installation of powered roof vents, pump air flow intake venting and air conditioning.



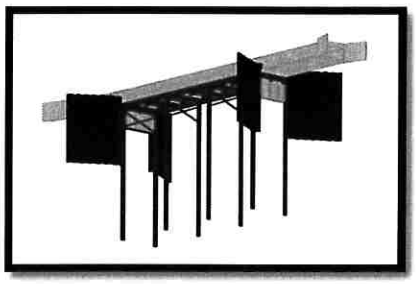
HARVEY RECOVERY HOMES

DRC CONSTRUCTION – TEXAS GENERAL LAND OFFICE

Structural Design of home framing, Site Layout & Site Survey for new houses funded by General Land Office in 10 Southeast Texas counties. Windstorm inspections and certifications for coastal counties.







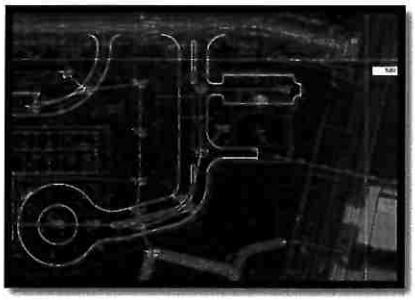
SPINDLETOP FLUME SUPPORT STRUCTURE
LOWER NECHES VALLEY AUTHORITY

The Spindletop Flume is a concrete box flume that is supported by timber piles. The aging support structure had deteriorated and been damaged by debris in the channel. Analyzed the existing concrete flume structure to determine if it was structurally sound and salvageable. It was determined that the concrete flume was structurally sound. Then performed the structural design and construction documents for a new structural steel support structure to support the existing concrete flume. The new support structure was designed in such a way to eliminate the number of obstructions in the channel resulting in improved flow through the channel and less stress on the flume from future debris hits.



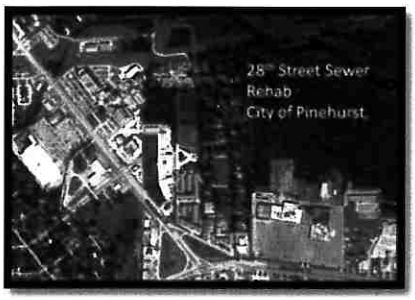
TEMPORARY CAMPUS FOR DEWEYVILLE ELEMENTARY
ARCHITECTS INC.

Topographic Surveying, Civil and Structural Design for temporary campus for elementary school following historic 2016 Sabine River flooding. Design of temporary walkways, canopies, site paving, water & sewer service lines, temporary sewer lift station to serve elementary school campus.



DEWEYVILLE ADMINISTRATION BUILDING
DEWEYVILLE MAINTENANCE BUILDING
2016 SABINE RIVER MITIGATION FUNDING

Topographic Surveying, Civil Design of concrete parking areas, storm lines and storm detention pond with low level storm sump pump. Layout of water and sanitary sewer lines and connections between proposed building and existing facilities. Funded by FEMA following historic 2016 Sabine River flooding.



28TH STREET SEWER REPLACEMENT
CITY OF PINEHURST / CDBG

Design of improvements to replace existing sanitary sewer lines subject to inflow and infiltration. Design included replacing flat slope lines with new lines with slopes according to Texas Natural Resource Conservation Commission Design Standards. Replacement of manholes and service connections to residences. Repair of existing pavement disturbed by construction of sewer lines.



LAMAR UNIVERSITY NEW ADMINISTRATION & HONORS BUILDING
LAMAR UNIVERSITY

Grading, drainage, paving and utilities design for New Administration Building. Design of concrete plaza, entry sidewalks and storm drains. Design of underground vault with irrigation pump for harvesting and storage of rain water from roofs via storm collection lines connected to roof drains. Design of foundations for plaza sculptures. Coordination with Landscape Architect for sidewalk textures, pavers, and site lighting. Design for new water lines and fire hydrants, sanitary sewer lines and grease trap. Coordination with University for relocation of fiber-optic and data cables. Coordination with local utility companies for water and sewer & other existing utilities.



SAM HOUSTON REGIONAL LIBRARY PAVING, DRAINAGE & UTILITIES

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

Widening of existing north loop road from 12 ft. to 24 ft. asphalt pavement with limestone base, asphalt overlay of existing entry road and parking areas, new concrete parking area construction of new roadside ditches, installation of storm piping and yard inlets, site grading installation of water lines, construction of sidewalks and ADA accessible ramps and installation of aerobic wastewater treatment system and sprayfields



ORANGE COUNTY EMERGENCY SHELTER

COUNTY OF ORANGE

Preparation of Structural construction plans for 57,420 SF County Emergency Communications Center and shelter during Hurricane Events and other disasters. Structural Design of concrete foundation for building and building framing to resist 200 mph Hurricane force winds. Facilities include kitchen areas for mass serving, temporary living quarters and shower, recreation areas.



BEAUMONT EMERGENCY COMMUNICATIONS CENTER

CITY OF BEAUMONT

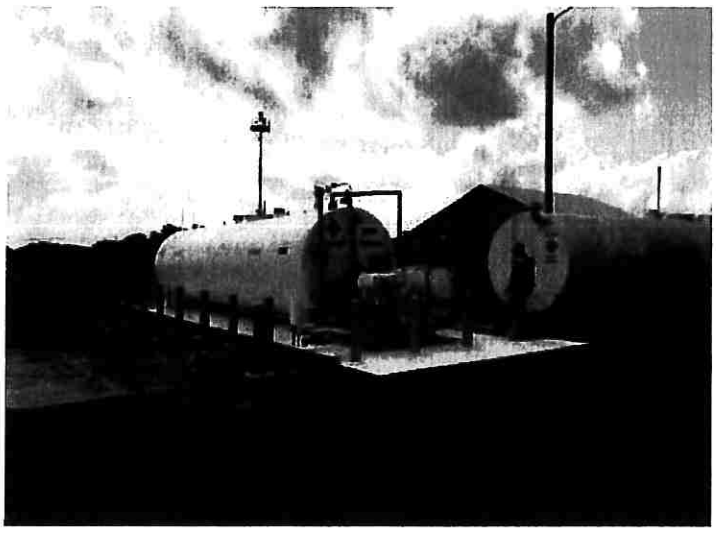
Preparation of Civil and Structural construction plans for elevated site with retaining walls to serve as City Emergency Communications Center. Structural Design of site retaining walls, concrete foundation for building and building framing to resist Hurricane force winds. Design of parking layout and driveway entrances. Design of site drainage, grading, ADA parking and ramps, underground water and sewer lines. Coordination with utility companies to acquire services. Coordination with City Building Department and Fire Marshal to secure permits for construction.



HIKE AND BIKE ROUTE

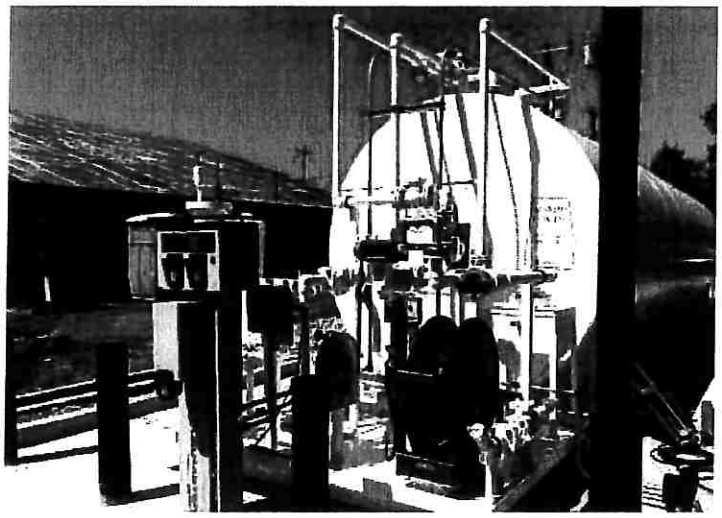
CITY OF PORT ARTHUR / TEXAS DEPARTMENT OF TRANSPORTATION

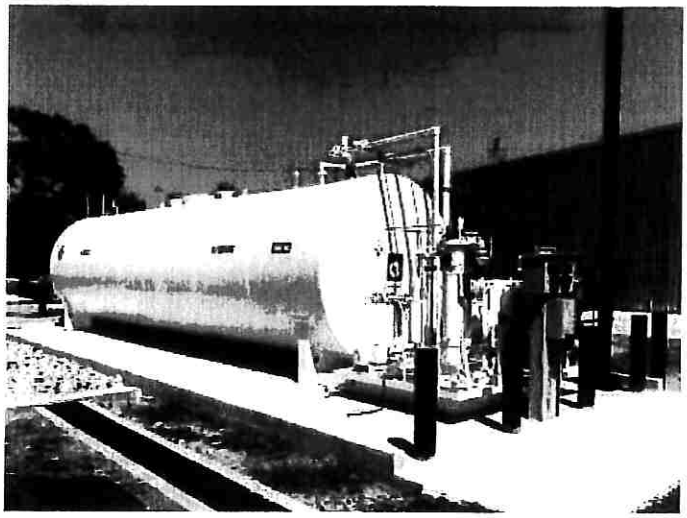
Design of 3 meter (10 ft. wide) asphalt pavement within existing roadway median for use as a hiking trail and bike path. Design of pavement grades to meet bike design criteria and Americans with Disabilities Act (ADA). Coordination with Texas Department of Transportation (TxDOT) for funding, project design reviews and ADA reviews. Coordination with local disability groups for project reviews. Development of signage for bike routes and warning signs.





JET-A FUEL SYSTEM EXPANSION, CASTROVILLE MUNICIPAL AIRPORT, CASTROVILLE, TEXAS. KSA has provided professional airport engineering services to Castroville Municipal Airport for well over a decade, and this history of service includes an expansion of the fuel available at the Airport to its tenants and customers. In addition to the existing 100LL fueling system and mobile fueling truck, KSA was contracted to design, bid, and administer construction for a new Jet-A fueling facility that seamlessly tied into the existing self-service fuel pump. KSA specified a 12,000 gallon dual-wall steel tank for the Jet-A fuel storage and designed a new concrete containment structure, new fuel-resistant apron pavement graded to drain into the discharge- controlled containment structure, and new electrical service and appurtenances. The KSA design team coordinated with Airport staff, TxDOT Aviation, and the existing Airport fuel supplier to ensure seamless integration and compliance with all applicable State and Federal regulations.





NEW FUEL FARM, DEVINE MUNICIPAL AIRPORT, DEVINE, TEXAS. KSA was selected to design, bid, and administer construction for a new fuel facility at the Devine Municipal Airport. The City of Devine, with KSA's industry and technical insight, opted to begin selling their own aviation fuel at the City owned municipal airport, and KSA's aviation engineers were tasked with designing a cost effective self-service fueling system. The KSA team designed the concrete foundation and containment structure, apron pavement and drainage for parked aircraft during refueling, and specified a 12,000 gallon dual-wall steel tank skid mounted to a self-service pump station with card reader and facility lighting. New driveway pavement was designed for the fuel delivery trucks, and new bollards were located to protect the fueling system from nearby vehicle parking and access drive. KSA worked with Airport staff and their selected fuel provider to ensure the proper regulations and specifications were met and multi-day training was provided to ensure easy system operation and maintenance. The project was strategically timed to be designed and constructed across three separate fiscal years so that the City could maximize utilization of TxDOT's RAMP grant to help fund the design and construction costs.

EXAMPLES OF COMPLETED FEDERAL AND STATE PROJECTS

FEMA – Federal Emergency Management Agency

- Deweyville Elementary Temporary Campus – after Sabine River 2016 Flood
- LNVA Neches Pump Station
- Beaumont Emergency Command Center
- Orange County Emergency Command Center
- GLO Harvey Recovery Homes

US Department of Energy

- Trinity Bay Conservation District - Waterline for Big Hill Strategic Petroleum Reserve

Housing & Urban Development

- City of Beaumont Housing - The Crossing Elderly Apartments
- City of Port Arthur Housing – Edison Square Elderly Housing
- City of Port Arthur Housing – Park Central Apartments
- City of Orange Housing – Willow Bend Apartments
- City of Orange Housing – Fox Run Apartments

TxDOT – Bikeway Funding

- City of Port Arthur – Hike & Bike Trail, Thomas Boulevard

TDCA – Community Development Block Grant

- 2020 CDBG Applications City of Orange
- 2018 Harvey CDBG Application Matls.
- Bolivar Peninsula WSC - Rollover Pass Water Line Crossing (Emergency Funds)
- City of Pinehurst - 28th Street Sewer Rehabilitation
- City of Orange – Coopers Gully Pump Station Improvements
- City of Orange – Coopers Gully Channel Liner Improvements, Simmons Drive
- City of Orange – Coopers Gully Channel Liner Improvements, 11th Street to SPRR
- City of Orange – 3rd Street Storm Sewer Improvements
- City of Orange – Cooper Drive & Navy Park Paving Improvements
- City of Orange – 2nd Street Asphalt Overlay
- City of Orange – Navy Park Concrete Pavement Replacement
- City of Vidor – Street Rehabilitation Program 2010 Application

TWDB – State Revolving Fund

- Trinity Bay Conservation District - HEW Treatment Plant Expansion
- Trinity Bay Conservation District - Elevated Water Storage Tank - SH 65

TWDB – Flood Planning Fund

- Orange County Drainage District - Master Plan for Drainage - Cow Bayou Watershed

Other Texas Agencies

- Sam Houston Regional Library, Liberty, Texas – Paving & Drainage Improvements, ADA walks
- LNVA Spindletop Flume Support Structure
- Application to Texas Parks and Wildlife – Conn Park Improvements, City of Vidor
- Conn Park Improvements, City of Vidor
- Lamar University – Multiple Projects

SCOPE OF WORK

Firm Philosophy, Methodology, & Process for Providing A/E Services

Fittz & Shipman, Inc., follows an organized process for each project brought into the firm. First we establish the internal organizational structure for the project depending upon the ultimate deliverables requested by the client. The team we set up will depend upon whether it is a civil, structural, or survey project or if it requires the expertise of all three disciplines. We also determine whether or not it will require the input of sub-consultants. Once the internal team is established we begin the pre-design investigation whereby we consult with the Owner regarding the specific deliverables for the project as well as any unique aspects of the project that may affect the work process. If necessary, a feasibility report will be issued to include findings and recommendations. After review and approval by the Owner we begin the initial (preliminary) phase of design so that a schematic rendering is developed for review by the Owner. Upon revision/approval by the Owner the actual design process begins. During this phase formal meetings are scheduled between Owner and Engineer review progress and discuss relevant issues that will arise. The design phase will end with the production of drawings and specifications suitable for construction. At that point the bid preparation process begins. Fittz & Shipman will coordinate closely with the Owner during the advertising for bids, pre-bid meetings, bid submittals and evaluations, and awarding of contract for construction. At this point the construction administration phase begins. Fittz & Shipman will monitor the construction process, hold regular project progress meetings with Owner and contractor, approve all pay requests, address all construction related issues, and at the end close out the project per Owner requirements.

Internal Communications

Fittz & Shipman, Inc., holds a weekly staff meeting on Monday morning to discuss all projects in progress. At this meeting milestones, budget, issues, and needs for the week are discussed. Additionally, the project manager determines what interdepartmental support is needed for the week and who specifically will provide the needed assistance. Communication among team members is always ongoing.

External Communications

Each project requires regular interaction between the Owner and the Engineer. The frequency and means of communication need to be project specific and as desired by the Owner. This is determined at the start of the project but needs to be at least weekly.

Quality Control

During the design phase, peer review among the team members is used to identify any conflicts in the drawings or specification. A final peer review is performed prior to issuing documents for construction. Also, we use the latest Autodesk software including AutoCAD 2020, Revit 2020, and Civil 3D 2020. The survey department utilizes the latest in survey technology including GPS, Terrestrial scanning and drone-based scanning. Construction documents are provided in large format print or digital formats.

Cost Estimating & Control

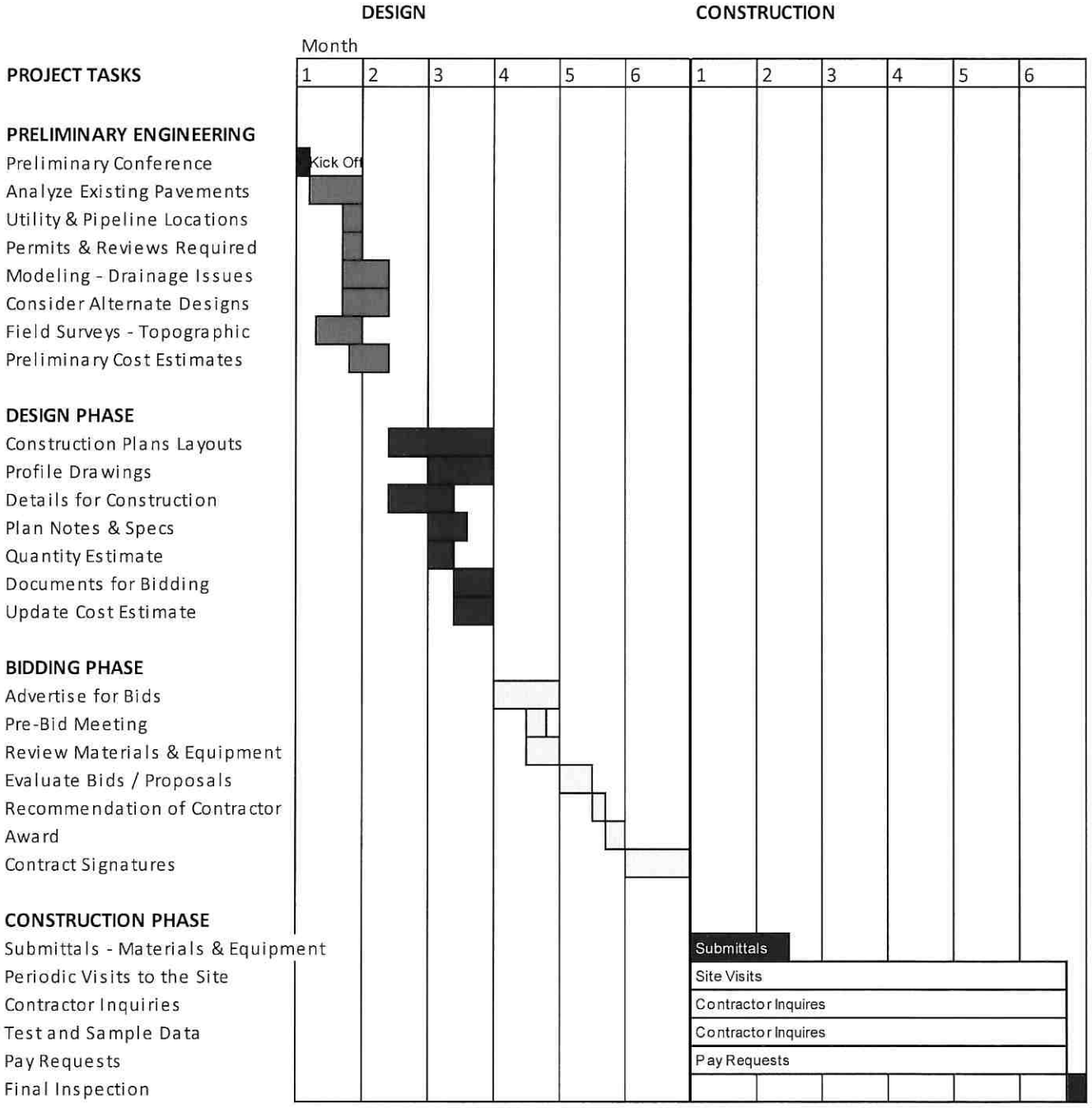
First, we use computer aided design software for true quantities and measurements. We clarify the scope of work for all aspects, then use current unit costs from TxDOT and related civil design projects. During the project we monitor milestone progress dates and associated pay requests vs. the percent job completion. We identify influencing factors that create changes to the cost and proactively address the issues to prevent cost escalation if possible.

Document Management/Specification System

Fittz & Shipman had used CIVCAST, IMPACT, ConstructWare, C-Project, ShareFile software and FTP sites in the past. Currently DropBox, Specs Builder, and C-Project are being used for document management and distribution. Design files created in Autodesk programs have the capability for online collaboration with other team members.

Comprehensive Project Schedule

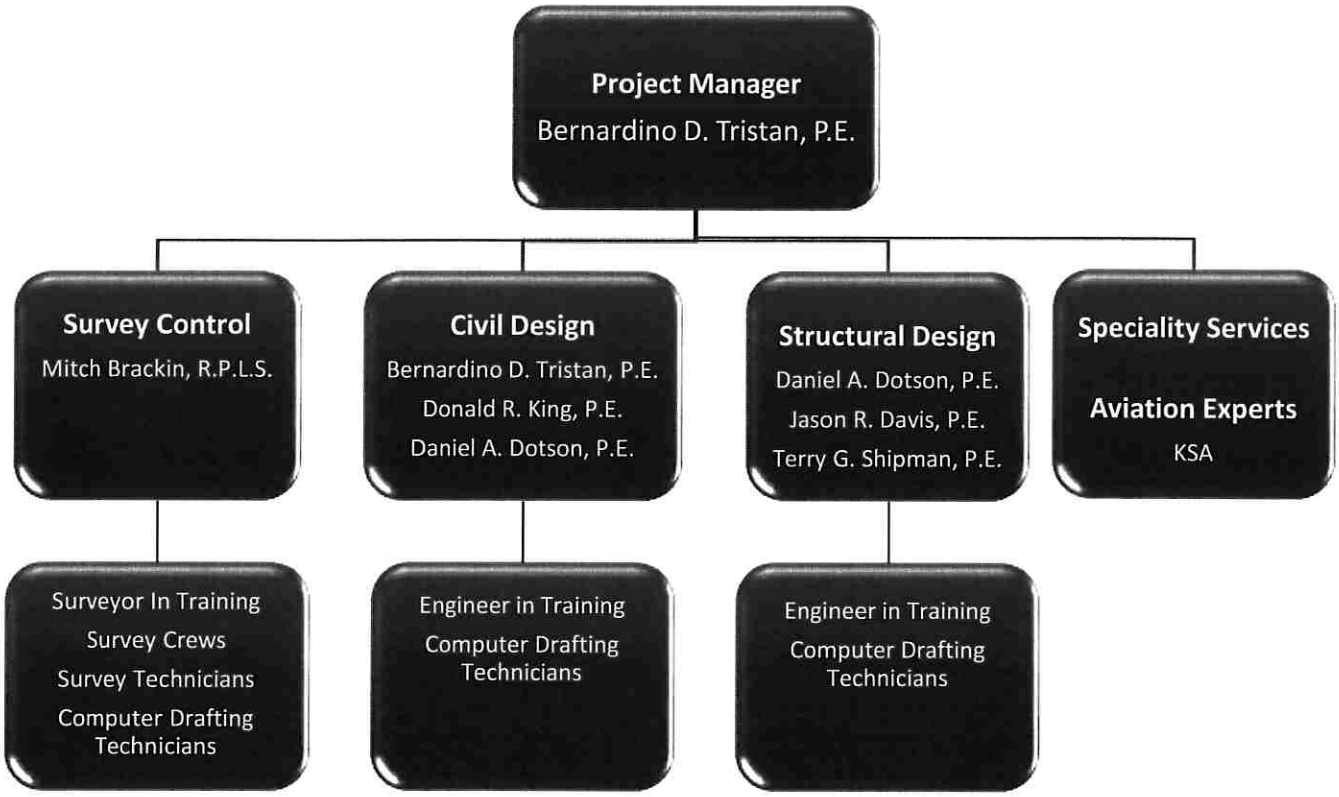
Below is an example of a typical initial project schedule:



Typical Project Approach

PRE-DESIGN	• Investigations & Recommendations • Site Investigation • Understand Building & Systems • Determine Design Needs • Report to Owner as Directed
GENERAL PROJECT REQUIREMENTS	• CAD/Revit/Civil 3D Software • Regular Design Meetings • Microsoft Project • Gov. Approvals Contractor • Meetings Cost vs. Budget • File Sharing (dropbox, etc.) • Written Documentation •
SCHEMATIC DESIGN	• Concepts • Alternatives • Value Engineering • Project Scope
DESIGN DEVELOPMENT	• Demo, Layout, Site Plan • Building Plans, Elevations, Sections, Details
CONSTRUCTION DOCUMENTS	• Grading, Drainage, Layout, Const. Details • Architectural Plans, Elevations, Sections • Structural Plans • MEP Plans
BIDDING/NEGOTIATIONS	• Prepare Bid Documents • Manage Pre Qualifications • Pre-Bid Meetings, Award Meetings • Review Bids – Cost, Alternatives, Comparisons • Assist Owner in Negotiations
CONSTRUCTIONS PHASE	• Pre-Construction Conference • Construction Administration/Observations • Regular Site Meetings • Site Visits, Observations as Necessary • Review Pay Applications • Review Change Orders • Prepare Punch list • Perform Substantial and Final Inspections
CLOSE-OUT	• Prepare As-Built Documents • Present to Required Agencies for Final Review • Coordinate Closeout Documents • Certify Final Payment

TEAM ORGANIZATION



The FITTZ & SHIPMAN, Inc., team is composed of local engineering and surveying experts that live and work in Southeast Texas. Each team member brings a unique set of knowledge and skills that will be utilized for engineering and surveying projects.

SUBCONTRACTOR COMMITMENT LETTER

KSA A·DYNAMIC·PERSPECTIVE

816 Park Two Drive
Sugar Land, TX 77478
281.494.3252

July 26, 2021

Mr. Bernardino (Ben) D. Tristan, P.E., MBA
Fittz & Shipman, Inc.
1405 Cornerstone Court
Beaumont, TX 77706

via email
btristan@fittzshipman.com

Re: Jefferson County RFQ 21-043/JW

Dear Mr. Tristan:

KSA Engineers, Inc. (KSA) is pleased to support Fittz & Shipman, Inc. (F&S) in response the Jefferson County Request for Statements of Qualification (RFQ 21-043/JW) for the Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport.

At a minimum, KSA will support F&S by providing the following services:

- FAA Requirements and Compliance
- QA/QC Review

Thank you for the opportunity to be a part of the Fittz & Shipman team. We are committed to the successful execution of this proposal, and please do not hesitate to contact me should you need additional information.

Sincerely,

KSA Engineers, Inc.

Craig Phipps, P.E.
Vice President, Aviation Practice Director

RESUMES OF KEY TEAM MEMBERS



BERNARDINO TRISTAN, P.E.

Chief Executive Officer
Fittz & Shipman, Inc.
Civil Division
14 years with the Firm

EDUCATION:

AAS Computer Drafting Technology, Lamar Institute of Technology, 1998
BS Civil Engineering, Lamar University, 2008
MBA Construction Project Management, Lamar University, 2021

REGISTRATION:

Licensed Professional Engineer – Texas No. 117017

DUTIES AND ACTIVITIES:

Responsible for design and coordination for roadway design, storm drainage systems, water and sewer utilities, subdivision design, and site design for commercial projects. Coordinates surveying and permitting activities for projects under design.

EXPERIENCE:

Mr. Tristan has over 15 years' experience in Project Management, Civil Engineering, project design, administration, and permitting and an additional 7 years' experience in CAD design.

REPRESENTATIVE PROJECTS:

City of Orange SH 62 Water & Sewer Extension. - design of new 12 inch diameter water line, fire hydrants and gravity sanitary sewer and manholes for new hotel complex. Coordination with TxDOT regarding permitting for construction with TxDOT ROW. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

City of Orange Dempsey Road Water Line – design of new 12 inch diameter water line and fire hydrants for SH 62 commercial complex and unincorporated areas. Design included 850 ft. + directional drilling under existing Sabine River Authority and bores under existing Union Pacific Railroad tracks and numerous pipelines. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Bridge City Elementary School – design for site parking drainage, grading, site ADA compliance for new elementary school. Design of concrete parking areas, storm sewers. Design of Entry Roads from FM 1442 and local residential neighborhood. Coordination with Corps of Engineers regarding wetlands determination on box culvert crossings. Coordination with TxDOT for new roadway entrance. Design of water line loop and fire hydrants.

Booker T. Washington Elementary, Port Arthur Texas. – Design for site parking drainage, grading, and site ADA compliance for new elementary school. Design of concrete parking areas, storm sewers. Coordination with City of Port Arthur for water lines and sanitary sewer service.

Ozen High School Bus Driveway Rehabilitation – design for removal and replacement of existing bus driveway with 8 inch concrete pavement. Design for replacement of existing storm sewer and drainage inlets. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Vincent Middle School Driveway Rehabilitations – design for removal and replacement of existing bus driveways with 8 inch concrete pavement. Design for replacement of existing storm sewer and drainage inlets. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.



DANIEL DOTSON, P.E.
President
Fittz & Shipman, Inc.
Civil/Structural Division
12 years with the Firm

EDUCATION:

BS Civil Engineering, Lamar University, 2008
ME Civil Engineering, Lamar University, 2010

REGISTRATION:

Registered Professional Engineer – Texas No.109833
Registered Professional Engineer – Louisiana No. 0043670

DUTIES AND ACTIVITIES:

Responsible for design and coordination for roadway design, storm drainage systems, water and sewer utilities, subdivision design, and site design for commercial projects. Coordinates surveying and permitting activities for projects under design.

EXPERIENCE:

Mr. Dotson has 14 years' experience in Project Management, Civil/Structural Engineering, project design, administration, and permitting.

REPRESENTATIVE PROJECTS:

Beaumont I.S.D. Dishman Elementary expansion. – Design for site parking drainage, grading, and site ADA compliance for new elementary school. Design of concrete parking areas, storm sewers. Coordination with City of Beaumont for water line loop.

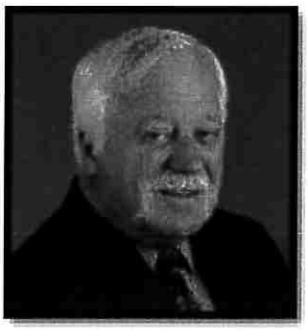
Gloria Drive Sanitary Sewer Extension, City of Orange, Texas – design of new 12 inch diameter sanitary sewer line, manholes, and service line to serve existing commercial business plaza. Coordination with TxDOT regarding permitting for construction adjacent to TxDOT ROW. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Gilbert Lake Estates Subdivision, Phase 10 – design of subdivision streets, water lines, fire hydrants, and site drainage for 20 acre rural subdivision.

Beaumont I.S.D. Athletic Complex – responsible for design of drainage computations, storm sewer design and detention pond design for 26 acre athletic complex. Design of water line loop and fire hydrants and sanitary sewer lines.

Willie Ray Smith Middle School Parking & Drainage – design for complete renovation of 250 car parking area with concrete paving. Design of 8 inch thickness bus lanes. Design of storm drainage for parking areas and drainage surrounding perimeter of existing school buildings. Coordination of Project Advertising, Pre-Bid Meeting, Bid Opening, Project Award and Contract Documents.

Sonic Drive- In Restaurants, Lumberton, Texas. Design of site work including concrete paving, site grading to meet ADA requirements, fire protection, sanitary sewer service and drainage facilities including storm water detention. Coordination with local utilities, permitting with TxDOT and City of Lumberton.



DONALD R. KING, P.E.
Vice President
Fittz & Shipman, Inc.
Civil Division
30 years with the Firm

EDUCATION: BS Civil Engineering, Texas A&M University, 1976

REGISTRATION: Registered Professional Engineer – Texas No.48461
Registered Professional Engineer – Louisiana No. 0020323

PROFESSIONAL AFFILIATIONS: Chi Epsilon, National Civil Engineering Honor Fraternity

OTHER ORGANIZATIONS: Orange Lions Club, President 1993-94

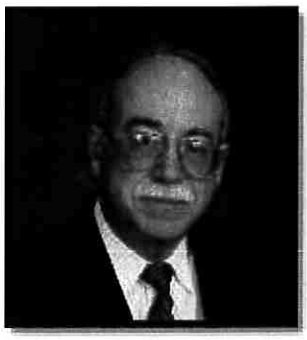
DUTIES AND ACTIVITIES: Responsible for design and coordination for Commercial Site Planning and Utilities, water treatment and distribution projects, waste water collection and treatment systems, roadway designs, storm drainage systems, subdivision design, and site design for building projects. Coordinates surveying activities for projects which he is managing.

EXPERIENCE: Mr. King has over 40 years' of experience in Civil Engineering, project administration, construction management, contract administration on various engineering projects for municipal, state, federal, and private industrial and commercial clients. Since joining the firm in 1990, Mr. King has provided design, project administration, and construction administration services on numerous project in the Southeast Texas Area including the City of Orange Annexation Water, Sewer and Lift Stations, Dowlen Road Widening and Utility Relocations, Phelan Boulevard Widening & Utility Relocations, Cottonwood Raw Water Line, Discharge Line & Pump Station for Intergen North America LP, Cow Bayou Drainage Study, SH62 & IH 10 Utility Relocations for the City of Orange, Texas, Moore Street Drainage Area Study for the City of Beaumont, Link Avenue Paving & Drainage for the City of Orange, Waterline for Big Hill Strategic Petroleum Reserve, and Water Line Distribution and Pumping Facilities for Bolivar Peninsula Water Supply Corporation.

Prior to joining Fittz & Shipman, Inc., Mr. King was Water & Sewer Director and City Engineer for the City of Orange and also performed design functions for several engineering consultants in Southeast Texas and Austin, Texas.

Additional Projects

- Lamar Institute of Technology Gentry Hall Site Work & Parking
- Lamar Institute of Technology Master Plan for Parking & Landscaping
- Beaumont I.S.D. Westbrook High School Paving & Drainage Improvements
- West Orange Cove C.I.S.D. Middle School site utilities
- Navasota I.S.D. Wastewater Plant & TCEQ permitting
- Bridge City High School Site paving & utilities
- Huffman I.S.D. Field Events



TERRY G. SHIPMAN, P.E., M.A.S.C.E.
Special Consultant
Fittz & Shipman, Inc.
Structural Division
40 years with the Firm

EDUCATION:
BS Civil Engineering, Lamar University, 1971
MCE Civil Engineering, University of Houston, 1972

REGISTRATION:
Registered Professional Engineer – Texas No. 39176

PROFESSIONAL AFFILIATIONS:
American Society of Civil Engineers
Texas Society of Professional Engineers
Southeast Texas Chapter of the American Institute of Architects
Builders Association of the Sabine Area – Past Board Member
Beaumont Chamber of Commerce

OTHER ORGANIZATIONS:
Lamar University Alumni Association
Cardinal Club
YMBL
Trinity United Methodist Church
Board Member – American Red Cross – Beaumont Chapter
Board Member – Associated General Contractors
Board Member – Beaumont Public School Foundation

DUTIES AND ACTIVITIES:
Provides policy and direction for the firm which specializes in civil and structural engineering and land surveying. Administers day to day operations of the firm. Also serves as Director of the Structural Engineering Division which includes supervision of engineers and cad operators on structural engineering projects and coordinates activities with clients.

EXPERIENCE:
Mr. Shipman has over 50 years' experience in Structural and Civil Engineering including design of commercial buildings, schools, industrial facilities and pump stations for municipalities, school districts and commercial interests. Projects during this period include the John Gray Institute, R. C. Miller Memorial Library, First Presbyterian Church of Port Arthur, Cherry Engineering and Hydrology Laboratory at Lamar University, Art Museum of Southeast Texas, Holy Family Center for Catholic Diocese of Beaumont, Entergy Museum, Park Place Hospital Women's Center, All Saints Library and Middle School, Jefferson County Detention Facility, and numerous projects for Beaumont I.S.D. including Central High School Multi-Purpose Facility, Marshal Middle School Additions, Pietzsch/MacArthur Elementary School, Nederland I.S.D. Performing Arts Facility, the O.C. Taylor Career Center, Sabine Pass I.S.D. New School and Lamar Port Arthur Multi-Purpose Facility.

Prior to going into private practice, served for two years (1978-1980) as Beaumont Office Manager and Vice-President, Structural Design for a large Houston consulting engineering firm. Experience primarily in reinforced concrete, steel and timber. Supervised engineers and draftsmen and coordinated activities with clients on such projects as Lumberton 755 Dial Building, a new Medical Office Building in Beaumont Medical Plaza, Employers Insurance Building, Regina Howell Elementary Additions, Bruce's Market Basket in Groves, Washington Boulevard Bridges, the six story First Bank & Trust Building in Groves, Texas, and Brazos Bend State Park.



MITCHELL L. BRACKIN, R.P.L.S.
Registered Professional Land Surveyor
Fittz & Shipman, Inc.
Civil Division
5 years with the Firm

REGISTRATION: Registered Professional Land Surveyor – Texas No. 5163

PERSONAL EXPERIENCE: Mr. Brackin began his surveying career in 1980, working for the United States Geological Survey Department of the Interior, mapping the Southern-half of Toledo Bend Reservoir in Texas and Louisiana. Since that beginning, he has worked with successful engineering and surveying companies acquiring valuable and diverse experience in the industry. Mr. Brackin has been a Registered Professional Land Surveyor since 1996.

PROFESSIONAL EXPERIENCE: With over forty years' experience in all aspects of the surveying field including but not limited to ALTA/ACSM Land Title Surveys, Boundary Retracement Surveys, Industrial Mapping, Pipeline Route Mapping, ROW (Right Of Way Locations), Telecommunications Surveys, Global Positioning Services, Construction Staking, Topographical Surveying, Subdivision Platting, Mortgage Loan Surveys, FEMA Elevation Certificates, As- Built Surveys.

Past projects include:

Air Products-Pipeline Routing, Tract Maps and Layout, Construction Staking and As Built Surveys
ENTERGY - Electrical Transmission Tract Maps and Layout
Governor Bill Daniels - Oil Well Staking
APAC Texas - Roadway Construction Staking
General Electric Corp - Generation Plant As Built Existing Structures
PSI Cooling Towers - Cooling Tower As - Built
Enron - Fiber Optic River Crossings
AT&T - Communication Tower Surveys
American Towers Corp - Communication Tower Surveys
Spectrasite - Communication Tower Surveys
Clear Channel Communications - Communication Tower Surveys
Jefferson Co. Engineers - Drainage Easements
Motiva Enterprises LLP - Crude Expansion Survey Manager
Circuit of the Americas - Formula One Raceway Qa/Qc Site Surveyor
Iowa Fertilizer Project - Civil Construction Survey Manager



Craig Clairmont, P.E., LEED AP

SENIOR AVIATION DESIGN ENGINEER

EDUCATION
Bachelor of Science in Civil Engineering, Bradley University, 1991

PROFESSIONAL LICENSES + CERTIFICATIONS
Professional Engineer / TX #130795, 2018; IL #062050921, 1996; TN #117291, 2014

PROFESSIONAL AFFILIATIONS
National Council of Examiners for Engineering and Surveying (NCEES)

YEARS OF EXPERIENCE
30 Years

Craig has over 30 years of engineering and project management experience for several industry-leading engineering consulting firms as well as being on staff at a medium hub commercial service airport. Craig is detail-oriented, organized and has excellent interpersonal and technical communication skills. He has enjoyed serving in all aspects of civil engineering design, construction and project management. Craig has provided professional services for more than 150 projects at 50 airports with improvements costs exceeding $280 million, including terminals and hangars, roads and parking lots, drainage improvements, new pavements and pavement rehabilitations.
Craig's experience ranges from basic, local, and regional general aviation airports, to commercial service airports from non-hub to medium hub. Craig has exceptional record of delivering projects on time with a high level of quality and fiscal success.

While a significant amount of emphasis is placed on the development within the airport fencing, projects on the landside area outside the fence are also important. Access roads to the airport facilities are a feature that passengers and the public will experience while arriving to and departing from an airport. They leave a first and last impression. Having a working knowledge of how the roads will be utilized as well as design fundamentals is essential to being able to develop efficient and cost effective solutions. Craig has been involved in many landside projects that have included improvements to access roads and parking lots.

(Projects with an * indicate Craig's experience prior to KSA)

AUSTIN-BERGRSTOM INTERNATIONAL AIRPORT, PRESIDENTIAL BOULEVARD EXIT – BRAIDED LANES INTERCHANGE. AUSTIN, TEXAS. KSA has designed improvements at Austin-Bergstrom International Airport over the last 6 years as part of a rotation list on-call assignment. Craig has served as a Senior Project Manager for all recent improvements. This particular project developed a Preliminary Engineering Report for a new braided lane interchange for Presidential Boulevard, the exit road for the airport and its connection to State Highway 71. This project is essential for the growth of the airport to alleviate the problematic traffic jams that occur for exiting traffic. Traffic counts, modeling, preliminary design and conceptual layouts were all critical components of this project along with extensive coordination with airport and city staff and outside vendors. This crucial part allowed the airport to program funding for the future multi-year construction improvements.

AUSTIN-BERGRSTOM INTERNATIONAL AIRPORT, SPIRIT OF TEXAS DRIVE REHABILITATION. AUSTIN, TEXAS. KSA has designed improvements at Austin-Bergstrom International Airport over the last 6 years as part of a rotation list on-call assignment. Craig has served as a Senior Project Manager for all recent improvements. This particular project developed a Preliminary Engineering Report, including a traffic study analysis, for the rehabilitation of Spirit of Texas Drive, the major access road for incoming traffic to the airport's terminal area.

TOLEDO EXPRESS AIRPORT, CARGO AREA ACCESS ROAD REHABILITATION, SWANTON (TOLEDO), OHIO. * Craig served as the Sr. Project Manager for a project to design the milling and overlay of the cargo road access road. Increasing numbers of heavy semi-trucks were deteriorating the access road. Craig led a team to quickly develop a set of plans and specifications including a detailed phasing plan, to allow the road to be rehabilitated without a noticeable drop in service during construction.



Grayson Cox, P.E.

AVIATION DESIGN ENGINEER

EDUCATION
Bachelor of Science in Civil Engineering, University of Texas, 2008

PROFESSIONAL LICENSES + CERTIFICATIONS
Professional Engineer / TX, #111345, 2012

YEARS OF EXPERIENCE
13 Years

Grayson began his airport engineering career with KSA in 2008 and since that time has served as Project Manager or Design Engineer for two dozen Texas airports with improvements exceeding $50 million. Grayson is familiar with all aspects of airport funding, planning, and design with an emphasis on airfield pavement, drainage, and fuel system engineering. In addition to a comprehensive understanding FAA Advisory Circulars, FAA Construction Specifications, EPA and NFPA regulations, FAARFIELD pavement design software, and TxDOT Aviation design standards, Grayson proactively advocates for his airport clients with funding agencies to ensure all infrastructure needs and priorities are met. Controlling costs and meeting deadlines are key to a successful airport project, and Grayson works directly with KSA's engineers and design technicians to produce high-quality construction documents that minimize review comments and help avoid time consuming and costly RFI's and change orders during construction.

Grayson's experience with airport fueling systems began with the new fuel farm at Austin Executive Airport that included two 20,000 gallon tanks, space designed for two future tanks, a containment parking structure for mobile fueling trucks, and a remote AVGAS self-service dispensing system. Grayson led the design teams for multiple other fueling system projects for airports including a new AVGAS self-contained self-service fueling system at Devine Municipal and an expanded Jet-A fueling system as Castroville Municipal.

AUSTIN EXECUTIVE AIRPORT, NEW FUEL FARM FACILITY, AUSTIN, TEXAS. Austin Executive Airport was built in 2011 with a new 6,025-foot runway and a 27,500 square foot FBO with over 130,000 square feet of corporate hangar space. KSA was selected by the Airport's owner to design and administer construction for the apron, taxiways, hangars, and other landside facilities. Grayson led the design team for the new fuel facility for this service-oriented private airport targeting business travelers. The new fueling facility includes two 20,000 gallon dual-wall steel tanks with Jet-A and 100LL fuel, pads for two additional future tanks, parking for two mobile refueling trucks, a remote self-service dispensing station for smaller aircraft, and a large concrete foundation and containment structure for the entire fueling facility which fed to an oil/water separator with controlled discharge. This fueling station serves the more than 100 based aircraft and over 40,000 annual operations at Austin Executive.



Michael Mallonee

AVIATION PLANNER

EDUCATION
Master of Aeronautical Science
Embry Riddle Aeronautical University, 2011

PROFESSIONAL LICENSES + CERTIFICATIONS
FAA Private Pilot

PROFESSIONAL AFFILIATIONS
American Association of Airport Executives
Aircraft Owners and Pilots Association

YEARS OF SERVICE EXPERIENCE
15 years

As the Manager of KSA's aviation planning group, Michael focuses his time on problem solving and project execution for planning projects at commercial service and general aviation airports. Since beginning his aviation career in 2006, he has gained experience on projects such as airport master plans, land use plans, business plans, airport layout plans, and environmental assessments totaling over $10 million in contract budgets. Michael is currently managing the Jack Brooks Regional Master Plan and has managed previous airport master plans including Tyler Pounds Regional Airport, Victoria Regional Airport, New Braunfels Regional Airport, Ruston Regional Airport, Bonham Jones Field, and Double Eagle II Airport in Albuquerque, NM. Prior to joining KSA, he managed the Aviation Planning Program for the DFW Metropolitan Planning Organization (MPO) at the North Central Texas COG. Within this role he participated in the Joint Land Use Study around the Naval Air Station JRB in Fort Worth, TX and led the completion of a multi-million dollar regional airport system plan including over 40 airports in the DFW Metroplex.

JACK BROOKS REGIONAL AIRPORT, MASTER PLAN, JEFFERSON COUNTY, TEXAS. Michael currently serves as the project manager for the development of your Master Plan at the Jack Brooks Regional Airport Master Plan. This includes detailed inventory, data collection, forecasting and facility development.

A partnership between a Master Plan and Pavement Management Program have incredible benefits for an airfield. These two analysis and reports go hand-in-hand with generating airfield development and rehabilitation alternatives. Michael's immense planning knowledge and understanding of the airfield's future development goals will be crucial in laying out an effective maintenance and rehabilitation plan that will integrate with the overall future growth and success of the Jack Brooks Regional.

TYLER POUNDS REGIONAL AIRPORT MASTER PLAN, TYLER, TEXAS. Michael was the project manager for this large scale commercial service airport master plan. Highlights of this effort include runway decoupling, air service demand assessment (to inform forecasts and facility requirements), a PCN determination and Pavement Management Program update, as well as FAA AGIS and eALP efforts. Terminal facility requirements including passenger gate and holding locations were evaluated. The Master Plan and Pavement Management Program at Tyler Pounds is very similar to the current situation at Jack Brooks Regional.

VICTORIA REGIONAL AIRPORT MASTER PLAN, VICTORIA, TEXAS. Michael led the master plan for Victoria Regional Airport (VCT). As a former military installation, the now Part 139 Commercial Service airport inherited facilities with many unknowns. The master planning process began with an extensive inventory process evaluating existing buildings, pavement, utilities, etc. Through this inventory process, a Pavement Assessment was completed to help identify voids under one of the runways that eventually led to pavement failure. KSA planners assisted the airport with a sound capital improvement plan that included conversion of the failing pavement to a grant eligible taxiway. This ultimate configuration created a full standard parallel taxiway to the primary runway and laid a foundation for redevelopment that will meet the latest FAA safety standards while maximizing grant funding for the future.

Required Forms

Client#: 2629 FITSHI EXHIBIT A: PAGE A.35

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ginny Johnson	
J. S. Edwards & Sherlock Insurance Agency, LLP P. O. Box 22237 Beaumont, TX 77720	PHONE (A/C, No, Ext): 409 832-7736	FAX (A/C, No): 409-833-1721
	E-MAIL ADDRESS: ginny@edwardsandsherlock.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Ins. Co.	25011
INSURER B : Security National Ins Co	19879
INSURER C : Texas Mutual Ins. Co. (133)	22945
INSURER D : Republic Underwriters Ins Co	24538
INSURER E :	
INSURER F :	

INSURED
Fittz & Shipman, Inc.
1405 Cornerstone Ct
Beaumont, TX 77706

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			WPP165295202	10/04/2020	10/04/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			RCA100104702	10/04/2020	10/04/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			SMB165931802	10/04/2020	10/04/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001141278	03/24/2021	03/24/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

RE: Bay Project Number: 201447, Hamshire Fannett ISD Elementary School
Blanket Additional Insured is added in favor of the certificate holder with respects to the general liability & auto liability coverages, as required by a written contract.
Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensation coverage, as required by a written contract.

CERTIFICATE HOLDER

Sample Certificate

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

Craig Sherlock

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VJ

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2021

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.

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PRODUCER	CONTACT NAME:	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Aspen Specialty Insurance Company	10717
INSURED Fittz & Shipman, Inc. 1405 Cornerstone Ct. Beaumont, TX 77706-3897	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 INSR	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? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AAAE30043600	07/17/2021	07/17/2022	$2,000,000 per claim $2,000,000 anni aggr.	

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

CERTIFICATE HOLDER

Fittz & Shipman Inc
1405 Cornerstone Ct
Beaumont, TX 77706-3897

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

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SAM.GOV

Entity Information Search Results 1 Total Results

Filter by:

Keyword	Status
"fittz	Active

Fittz & Shipman, Inc. Active

Entity Registration

DUNS **Unique Entity ID:** 021491774

SAM **Unique Entity ID:** T85FP3JRC9J8

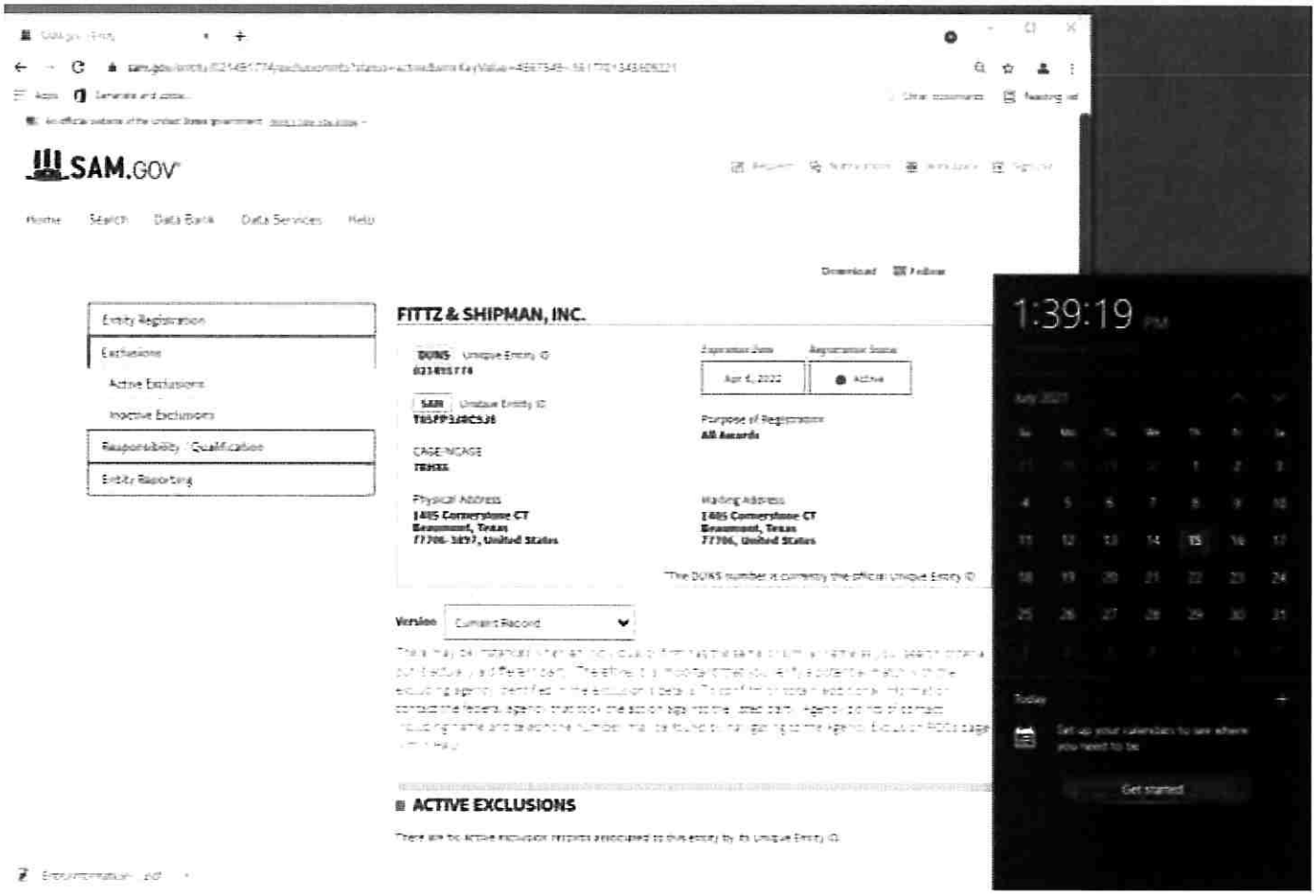
CAGE/NCAGE: 7RHX6

Physical Address:
1405 Cornerstone CT
Beaumont , TX
77706 USA

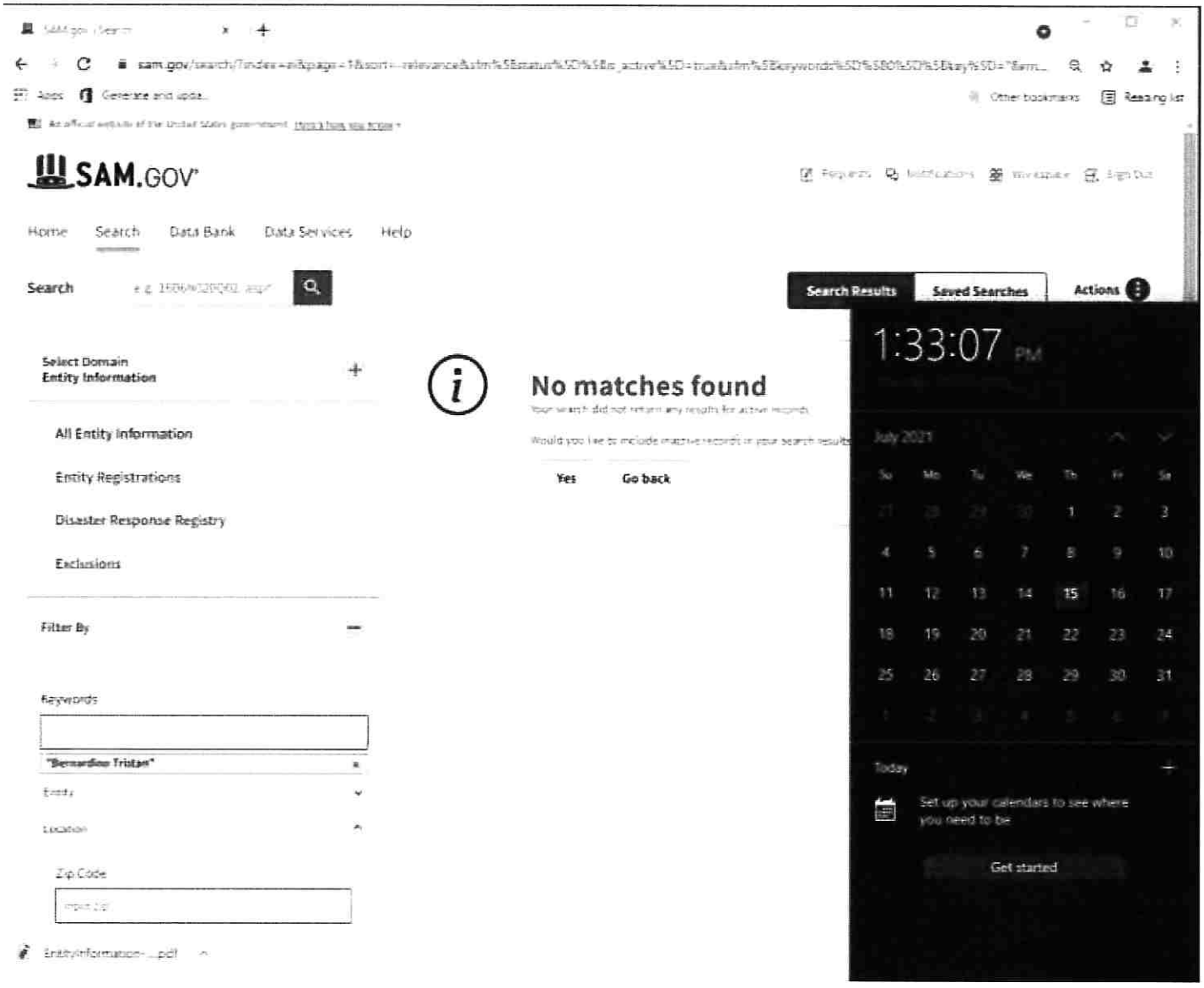
Expiration Date:
Apr 06, 2022

Purpose of Registration:
All Awards

www.SAM.gov – Firm Search Results



www.Sam.gov - Principal Search Results



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 06/17/21

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years
23075463	BRI Supply Inc 9332 N. 95th Way, STE B109 Scottsdale, AZ 85258	April 1, 2021	5 Years

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:
2021-779560

Date Filed:
07/15/2021

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Fittz & Shipman, Inc.
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.**
RFQ 21-043/JW
Request for Statements of Qualification (RFQ 21-043/JW) Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tristan, Bernardino	Beaumont, TX United States	X	
Shipman, Terry	Beaumont, TX United States	X	
Dotson, Daniel	Beaumont, TX United States	X	
King, Donald	Beaumont, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Bernardino Tristan, and my date of birth is 8/28/77.

My address is 9120 Riggs (street), Beaumont (city), TX (state), 77707 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 27 day of July (month), 2021 (year).

Bernardino Tristan

Signature of authorized agent of contracting business entity
(Declarant)

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-043/JW)
Professional Engineering Services for Landside Road Pavement Repairs
at the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with Request for Statements of Qualification (RFQ 21-043/JW) Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified and experienced Engineering Consulting Firms to provide: project administration services, design services, bidding services, construction oversight services, and other services that may be required for landside road pavement repairs project at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: https://www.co.jefferson.tx.us/Purchasing/

All submittals shall be evaluated by a Review/Selection Committee. The Review/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 (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 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 Landside Road Pavement Repairs at the Jack Brooks Regional Airport**
REQUEST NO:	**RFQ 21-043/JW**
DUE DATE/TIME:	**11:00 am CT, Wednesday, July 28, 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:
June 30 & July 7, 2021
Beaumont Enterprise and Port Arthur News:

July 1 ,2021
The Examiner

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Request for Statements of Qualification (RFQ 21-043/JW)
Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications to provide the required professional services for a Landside Road Pavement Repairs project at the Jack Brooks Regional Airport.

The professional engineering services for this project includes, but not limited to: project administration, design services, bidding services, and construction oversight.

The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of **1.95%.**

Section 2. Scope of Work

Design Service Scope:

BPT – Jack Brooks Regional Airport
Project: **Landside Road Pavement Repairs**

The consultant will provide the required professional services to assess and design Landside Road Pavement Repairs at the Jack Brooks Regional Airport. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance, regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Electrical Engineering, Estimating / Cost Analysis, International Building Codes, prevailing Architectural, Engineering and Specialty Disciplines necessary to complete the project as described below.

All work products developed by the selected firm will be subject to FAA and Jefferson County document review.

Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.

Pavement Areas:

- Airport 3rd Street (Primary).
- Jerry Ware Drive (Secondary)
- All other landside public roads providing access to and from the Commercial and General Aviation Terminals

Phase 1 – Project Administration

Consultant will serve as Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Consultant will attend meetings as necessary with local officials, state and federal agencies, and others regarding the scope of the proposed project, general design, functions, and impacts.

Phase 2 –Design Services

Initially, consultant is to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified.

Consultant will complete its evaluation of alternatives and practical design approach with Airport personnel. The design will take advantage of local knowledge and experience and utilize expertise from previous projects to design a cost-effective project and ensure competitive construction bids.

Consultant will prepare detailed construction drawings, specifications, instructions to bidders, and general and specific provisions, all based on guides furnished by Consultant and FAA, or internally provided by Consultant.

Contract Documents, plans, specifications, cost estimates, construction timelines, will be prepared for award of one construction contract. These designs shall conform to the standards of practice ordinarily used by members of Consultant's profession practicing under similar conditions and shall be submitted to the FAA, the Airport, and Jefferson County, as necessary, to receive approval.

Activities include:

1. Coordinate and meet with Airport personnel and FAA tower personnel to minimize day-to-day operations.
2. Prepare a preliminary estimate of probable construction costs and schematic design for each project element.
3. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. Plan must incorporate other airport construction activities.
    a. Project Construction Time will be a priority in order to minimize the adverse impacts to the traveling public.
4. Provide geotechnical investigation and analysis and pavement and other testing and analysis required for the design.
    a. Consultant will meet with County Engineer to determine if a geotechnical analysis is necessary on this project given the project's limited size and scope.
    b. County Engineer's office may provide a soil profile and ask consultant to design pavement to satisfy soil profile and anticipated load.
    c. Identify and coordinate laboratory testing, if required:
        i. Standard Proctors
        ii. Sieve analysis
        iii. Unit weight and water content determinations
    d. Owner and Airport strongly encourage the use of local firms that meet the applicable FAA minimum requirements for testing.
5. Preparation of a Quality Control Plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.
    a. Quality control review will be conducted prior to design submission to Airport.
    b. If necessary, consultant will coordinate adequate materials control testing services.
        i. Materials control testing services may be hired as a 3rd independent party.
6. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
    a. All work located on "landside" public roads, no admission to secured area of airfield.
    b. Safety plan must account for the safe and efficient alternative routes for the visiting public to the Airport.
7. Record Document Review: Consultant will review construction documents provided by the Airport to evaluate existing conditions, may include record drawings, record surveys, utility maps, and previous design reports.
8. Site Visits: Consultant will perform site visits as required to review and verify existing condition.
9. Design: Consultant will design all improvements in accordance with FAA, State, and local standards and guidelines.
    a. Full-depth panel replacement of pavement area.
        i. Consultant to perform a cost benefit analysis on:
            1. Full replacement
            2. Selective panel replacement
    b. Underground drainage pipes may be in the immediate vicinity, directly beneath the pavement, any damaged drainage pipes must be repaired and or replaced in a manner commensurate with prevailing engineering standards.
    c. Pavement must meet DOT or FAA standards. Where FAA standards for vehicle pavement are unavailable or ambiguous, TxDOT pavement standards will be utilized.
        i. Consultant will confer with FAA, County and City to determine the best suited standards for specifications
        ii. Consultant to confer with County and City to determine if road-side ditches need to be improved to adequately drain water away from roads to improve useful life of pavement.

d. Complete final quantity calculations.
e. Provide 5 sets of construction documents, an electronic version must be delivered to Airport and County Engineering. Hard copies of construction documents must be delivered to:
    i. (1) County Engineering
    ii. (1) County Purchasing Department
    iii. (2) Airport
    iv. (1) FAA

10. Technical Specifications:
    a. Detailed specifications shall be developed using FAA Standards for Specifying Construction for Airports AC 150 /5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed, as necessary, when not covered by existing FAA or local standards.
    b. Pavement must meet FAA and TxDOT standards appropriate to the project.
        i. Special Note: Large Semi-type trucks deliver fuel with trailers carrying approximately 8,500 gallons are routine. Pavement and sub-base must be designed in such a manner to provide long-term stability and longevity.
11. Contract Document Construction:
    a. Consultant will develop construction documents that include all necessary provisions of 2 CFR 200, AC 150/5370-10, and any other federal, state, and local requirements. Special provisions of related to the CARES Act must be included in the construction contract as well.
12. 100% Final Design
    a. Consultant will develop 100% final design plans, specifications, and engineer's reports and submit these to owner for review. Owner estimates review of the design submission will take 2 weeks. Consultant will then develop 100% Invitation for Bid (IFB) plans and specifications, that include all necessary provisions to meet 2 CFR 200, and relevant FAA and Federal guidelines.

Phase 3 – Bidding Services

Consultant will assist the Owner with the County's bidding process for one prime contract for construction, materials, equipment, and services. Consultant will maintain a record for prospective bidders to whom Bidding Documents have been issued and attend pre-bid meeting(s). All advertising costs are paid by the Owner.

Consultant will work with County Purchasing Department to issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents. Consultant will consult and advise the Owner as to the acceptability of prime contractors, subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents. Consultant will make recommendations and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by Bidding Documents and local, state and federal procurement guidelines.

Consultant does not have to be present at bid opening. Consultant will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Consultant will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

Consultant will coordinate with Owner to review and update DBE goals and make sure all available DBEs are contacted and included in bidding opportunities.

Project Deliverables:

- Construction Cost Estimate
    - Depending upon cost estimates provided, the pavement areas may be increased or decreased as planned budgetary constraints allow.
- 100% Preliminary Design
- 100% Issued for Bid

Phase 4 – Construction Oversight

During construction, the consultant will assist the Owner to monitor and document progress for quality and cost. Consultant will review contractor payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the Owner on project progress and problems, conduct the final project inspection, assist in final project punch-list, and complete the associated certification.

Activities Include:

1. Conduct pre-construction conference.
    a. All meetings regarding this project will be held in the Airport Administration Conference Room, consultant will coordinate scheduling with Airport personnel.
    b. Consultant will review all insurance and bond submittals.
    c. Consultant will review construction schedules and assist owner in developing alternatives that best suite owner and contractor for an efficient and timely project.
2. Provide resident project representative (RPR) services. At the owner's discretion to utilize consultant or choose to have a separate consultant perform RPR services. RPR activities include:
    a. Monitor and document construction progress
    b. Confirm conformance with schedules, plans, and specifications,
    c. Measure and document construction pay quantities,
    d. Document significant conversations or situations,
    e. Document input or visits by local authorities.
    f. Conduct and document periodic wage rate interviews, as necessary to conform to 2 CFR 200 and 29 CFR Part 5.
3. Prepare change orders and supplemental agreements as necessary
4. Prepare and submit inspection reports (FAA Form 5370-1) to Owner and FAA as required in AC 150/5370-12B.
5. Prepare and confirm monthly payment request
6. Conduct or monitor quality control testing
7. Conduct final project inspection with airport personnel and the FAA
8. Prepare as-constructed drawings and the final project report.

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent 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. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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 Purchasing Agent will appoint the selection committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least 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 four (4) 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 Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and 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

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

7.2 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.

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

7.4 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.

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

7.5.1 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

7.5.2 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.

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

7.7 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.

7.8 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.

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

7.9.1 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.

7.9.2 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.

7.9.3 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.

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

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

7.9.4.2 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.

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

7.9.6 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

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 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.

7.11 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. 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.

- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

  All Copies are to include RFQ specifications document with all forms completed, **in its entirety**.

  Note: The inclusion of these specifications (31 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count.

- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 10. Statement of Qualifications and Experience

Firms desiring to be considered for this project for are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, as a minimum, the following:

1) Company Information

a) Business name and legal entity.
   i) Federal Tax ID number
   ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
   iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
   iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
   v) Brief history of your company, include number of years in business under present name, prior business names.

b) Organization chart, (clearly define respondent if working alone or with a team)
c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.
d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

2) Experience and Expertise of the Prime Consultant and Sub Consultants

a) Brief introduction of all participating firms.
b) DBE participation *(If the firm responding is a certified DBE or in the process of becoming a DBE, that fact needs to be clearly stated in response*).
   i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
   ii) Firm's experience working together.
   iii) Statement signed by any sub-consultant that the sub will perform all work as described.
c) Description of representative work accomplished for all jobs within the past five (5) years.
d) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.
e) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

3) Personnel and Team Organization

a) Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.
b) Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific projects worked on that are similar in nature to the project(s) described in this RFQ and roll in said projects.
c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) Project Approach

a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RFQ. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.
b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.

a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on Page 23.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Section 13 (Item E), Page 10.

Section 11. Additional Information

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

Section 12. 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 13. Terms and Conditions

A. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

B. 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.

C. The Engineering Individual/ 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.

D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.

E. Vendor Registration: SAM (System for Award Management):
   a. Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM) with an "active" status. SAM is the official U.S. Government system that consolidated the capabilities of CCR/FedReq, ORCA, and EPLS. There is NO fee to register for this site.
   b. Entities may register at no cost directly to the SAM website at: https://www.sam.gov
   c. **Respondents are required to submit proof of their SAM Registration with their response.**

F. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)
   a. 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.
   b. 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.
   c. 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."
      i. A completed Form 1295 is not required for:
         1. a sponsored research contract of an institution of higher education;
         2. an interagency contract of a state agency or an institution of higher education;
         3. 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 or any qualified vendor is eligible for the contract;
         4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
         5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;

6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

d. Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:
   i. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
      1. Vendors must enter the required information on Form 1295, and print a copy of the completed form.
      2. The form will include a certification of filing that will contain a unique certification number.
   ii. Submit a FORM 1295 hard copy (completed and signed by an Authorized Agent of the Awarded Vendor) to the Jefferson County Purchasing Department.
e. FORM 1295 Completion Instructions and Login Instructions are available the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 14. Minority-Business 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.

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.
- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Section 15. Federal Mandated Contract Provisions

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

A. Breach of Contract Terms / Remedies

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

B. Termination of Contract (for Cause and Convenience)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over $10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

C. Equal Employment Opportunity

Source: 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

Applicability: 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 equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this RFQ will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

D. Davis-Bacon Requirements

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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 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 section, in the sum of $27.00 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.* 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 (2) of this clause.

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 clause.

G. Rights to Inventions

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. 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."

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

H. Clean Air and Water Pollution Control

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed $150,000.

Use of Provision: The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations 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. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

I. Debarment and Suspension

Source: 2 CFR Part 180 (Subpart C) 2 CFR Part 3000

2 CFR Part 1200 DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 13, Paragraph E above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act

40 CFR Part 247 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

L. Access to Records and Reports

Source: 2 CFR § 200.333 FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. 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 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 have been resolved.
3. 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.
4. 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.
5. 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.

M. Affirmative Action Requirement

Source: 41 CFR Part 60-4 FAA Order 5100.38

Executive Order 11246

Applicability: 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 (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. 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.

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: 6.90%

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.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: 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%.

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.

O. Civil Rights

Source: 49 USC § 47123 Title VI of the Civil Rights Act of 1964

FAA Order 1400.11 US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

Title VI Solicitation Notice

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors 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.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, 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
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

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.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: 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.

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.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

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."

S. No Obligation by Federal Government

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

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."

T. Program Fraud and False or Fraudulent Statements or Related Acts

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.

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."

Section 16. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

- **Firm's Capability to Provide the Services – 35%**
  - Capability to perform all or most aspects of the project.
- **Project Understanding and Approach – 10 %**
  - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Comparable Projects – 10%**
  - Provide recent experience with comparable airport improvement projects.
- **Familiarity with FAA Regulations – 10%**
  - Provide examples and or experience in incorporating FAA Regulations and guidelines into similar projects.
- **Staff Qualifications – 10 %**
  - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline/Deadlines – 10%**
  - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 15 %**
  - Ability to meet DBE goal of **1.95%** and documenting good faith efforts.
  - Must include what % of the project work DBEs will be responsible for.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

Section 17. Submission Requirements

Respondents are responsible for submitting: **One (1) original and four (4) proposal 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 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.

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, July 28, 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.

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is:

5:00 pm CT, Wednesday, July 21, 2021.

Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: jwest@co.jefferson.tx.us
Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

Courthouse Security:
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. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

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.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: **City of Orange**

Address: **303 N 8th Street, Orange, Texas 77630**

Contact Person and Title: **Mr. Jim Wolf, PE - Director of Public Works**

Phone: **409-883-1082** Fax:

Email Address: **jwolf@orangetx.org** Contract Period: **Multiple Projects 1999 to Present**

Scope of Work: **Water / Sewer / Roadway / Stormwater Drainage Design**

REFERENCE TWO

Government/Company Name: **Lower Neches Valley Authority**

Address: **7850 Eastex Freeway, Beaumont, Texas 77708**

Contact Person and Title: **Ryan Ard, PE - Engineering Manager**

Phone: **409-892-4011** Fax:

Email Address: **ryan.ard@lnva.dst.tx.us** Contract Period: **2017-2019**

Scope of Work: **Spindletop Flume - Analyzed existing concrete flume & provided Engineering for rehabilitation of flume over Spindletop Bayou.**

REFERENCE THREE

Government/Company Name: **Diamond D Development LLC**

Address: **2055 Diamond D Drive, Beaumont 77713**

Contact Person and Title: **Mike Doguet, Owner**

Phone: **409-866-8873** Fax:

Email Address: **miked@douetturffarm.com** Contract Period: **Multiple Projects 2005 to Present**

Scope of Work: **Mulitple Projects - Subdivision Layout/Road Designs/Stormwater - Detention Pond Designs**

Respondent: Complete & Return this Form with Qualifications Submission.

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.

Bernardino Tristan

Signature of Contractor's Authorized Official

Bernardino Tristan, CEO

Name and Title of Contractor's Authorized Official *(Please Print)*

7-27-2021

Date

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5) If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6) Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7) Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8) Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9) For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10)
    a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11) The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Red

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a.bid/offer/application A b. initial award c. post-award	**3. Report Type:** a. initial filing A b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: X Prime _____ Sub-awardee Tier_____, if Known: **Fittz & Shipman, Inc.** **1405 Cornerstone Court** **Beaumont, Texas 77706** **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Bernardino Tristan **Print Name:** Bernardino Tristan **Title:** CEO **Telephone No.:**(409)832-7238 **Date:** 7-27-2021	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Bernardino Tristan
Signature of Company Representative

7-27-2021
Date

On this 27th day of July, 2021, personally appeared

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

Notary Seal
REBECCA L. PELLERIN
My Notary ID # 11965411
Expires May 9, 2024

Rebecca L Pellerin
Notary Signature

July 27, 2021
Date

<u>Respondent</u>: Complete & Return this Form With Response Submission.

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.

Fitz & Shipman, Inc.

Company Name

RFQ 21-043/JW

IFB/RFP/RFQ number

Certification check performed by:

James West, Contract Specialist

Purchasing Representative

12/08/2021

Date

Respondent: Complete & Return this Form With Response Submission.

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.

Fittz & Shipman, Inc.	
Firm (Entity Name)	Signature
1405 Cornerstone Court	**Bernardino Tristan**
Street & Mailing Address	Print Name
Beaumont, Texas 77706	7-27-2021
City, State & Zip	Date Signed
(409)832-7238	**(409)832-7303**
Telephone Number	Fax Number
btristan@fittzshipman.com	
E-mail Address	

Respondent: Complete & Return this Form with Qualifications Submission.

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.

Fittz & Shipman, Inc.
NAME OF BUSINESS

BY:

SIGNATURE

Bernardino Tristan, CEO
NAME & TITLE, TYPED OR PRINTED

1405 Cornerstone Court
MAILING ADDRESS

Beaumont, Texas 77706
CITY, STATE, ZIP CODE

(409) 832-7238
TELEPHONE NUMBER

Sworn to and subscribed before me
this 27th day of
July, 2021.

Rebecca L. Pellerin
Notary Public

State of **Texas**

My Commission Expires: May 9, 2024

REBECCA L. PELLERIN
My Notary ID # 11965411
Expires May 9, 2024

Respondent: Return this Form with Qualifications Submission.

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

ADDENDUM TO RFQ

RFQ Number:	RFQ 21-043/JW
RFQ Title:	Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport
RFQ Due:	**11:00 am CT, Wednesday, July 28, 2021**
Addendum No.:	1
Issued (Date):	July 22, 2021

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

Reason for Issuance of this addendum:

Clarifications and Additional Project Information

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

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

ATTEST:

Rebecca L. Pellerin
Witness

Witness

Approved by RP Date: 7-27-2021

Authorized Signature (Respondent)

CEO
Title of Person Signing Above

Fittz & Shipman, Inc.
Typed Name of Business or Individual

1405 Cornerstone Court
Beaumont, Texas 77706
Address

ADDENDUM NO. 1
(RFQ 21-043/JW)

Clarifications

Question: Are you able to provide an estimated budget/value range for this project?

Answer: As the County/Airport is requesting Statements of Qualification for this project, an estimated budget/value range is unavailable to potential respondents. Consultant(s) will be selected based on qualifications and experience, with fees determined through negotiations following the evaluation of all responses received.

Question: Is there a Bidding Construction Timeline for this project?

Answer: The timeline for the awarded Engineering Firm for this RFQ will be to have bids in-hand for the construction phase by April 2022.

ADDENDUM NO. 1
(RFQ 21-043/JW)

Additional Project Information

Landside Road Repairs:

Some the concrete road panels have failed and need repair. We (County/Airport) plan on making selective panel replacements, concentrating on the heavily damaged panels near the Commercial Terminal and along Jerry Ware Drive. The bulk of the road issues are along the same pavement that the tank farm drive is on. The photo on the right is located on Airport 3rd Street, which was originally a taxiway to the GA Terminal, when it was the Commercial Terminal. As you can see in the photo, a few of the panels have failed.

We intend to make full depth replacements, addressing any subbase issues and underground drainage lines that may be in the immediate area that have failed.



EXHIBIT B

SAM.GOV®

FITTZ & SHIPMAN, INC.

Status as of: 12/08/2021

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
021491774	**T85FP3JRC9J8**	**7RHX6**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**Apr 6, 2022**
Physical Address	Mailing Address	
1405 Cornerstone CT **Beaumont, Texas 77706-3897** **United States**	**1405 Cornerstone CT** **Beaumont, Texas 77706** **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.fittzshipman.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 7, 2021	**Apr 6, 2021**	**Nov 28, 2016**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 1, 1980	**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 Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority Owned Business

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
No	**No**

EFT Indicator	CAGE Code
0000	**7RHX6**

Points of Contact

Electronic Business

Patricia Alt, Office Manager

1405 Cornerstone CT
Beaumont, Texas 77706
United States

Government Business

Patricia Alt, Office Manager

1405 Cornerstone CT
Beaumont, Texas 77713
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Louisiana		
Texas		

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:
2021-830460

Date Filed:
12/07/2021

Date Acknowledged:
12/07/2021 JW

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fittz & Shipman, Inc.
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.
RFQ 21-043 / JW
Request for Statements of Qualifications (RFQ21-043 JW) Professional Engineering Service Landside Road Pavement Repairs at Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
King, Donald	Beaumont, TX United States	X	
Shipman, Terry	Beaumont, TX United States	X	
Tristan, Bernardino	Beaumont, TX United States	X	
Dotson, Daniel	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is **Bernardino Tristan**, and my date of birth is **8/28/77**.

My address is **9120 Riggs** (street), **Beaumont** (city), **TX** (state), **77707** (zip code), **USA** (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in **Jefferson** County, State of **Texas**, on the **7th** day of **December** (month), 20**21** (year).

Bernardino Tristan

Signature of authorized agent of contracting business entity
(Declarant)

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: undefined (HB 89, 85th R.S.)External Link: undefined, Tex. Govt. Code 2252.153External Link: undefined (SB 252, 85th R.S.)External Link: undefined, and Tex. Govt. Code 2270.0209External Link: undefined (SB 253, 85th R.S.)External Link: undefined, and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152External Link: undefined (SB 252, 85th R.S.)External Link: undefined and Tex. Govt. Code 2270.002External Link: undefined (HB 89, 85th R.S.)External Link: undefined.

- 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 30, 2021*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 30, 2021*
- 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

2021 List of Companies Engaging in Scrutinized Business Operations in Sudan
Chapter 2270 of the Texas Government Code

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

Updated November 2021

2021 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AFRY AB F/K/A AF POYRY AB	SE0005999836
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
BHARAT PETROLEUM CORPORATION LIMITED	INE029A01011
CHINA RAILWAY GROUP LIMITED	CNE100000866
GLENCORE PLC	JE00B4T3BW64
HINDUSTAN PETROLEUM CORPORATION LIMITED	INE094A01015
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
JINDAL STEEL & POWER LIMITED	INE749A01030
LLOYDS BANKING GROUP PLC	GB0008706128
MAN SE	DE0005937007
MANGALORE REFINERY & PETROCHEMICALS LIMITED	INE103A01014
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
OIL & NATURAL GAS CORPORATION LIMITED	INE213A01029
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
TELECOM ITALIA SPA	IT0003497168
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE100001MJ9

Updated November 2021

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

ATTACHMENT A

Thomson Reuters CLEAR Online Information Research Subscriptions
36 Month Agreement (January 1, 2022 – December 31, 2024)

					YEAR 1	YEAR 2	YEAR 3
Agreement Number	**Thomson Reuters Account Number**	**Department**	**CLEAR Subscription Package:**	**Number of Users**	**Cost Per Month**	**Cost Per Month**	**Cost Per Month**
Agreement 21-073/JW	1005664922	Public Health Department	CLEAR Proflex	3	$305.20* total for (3) users	$314.36	$323.79
Agreement 21-074/JW	1005665559	County Judge's Office	CLEAR Government Investigations Advanced	1	$129.50*	$133.38	$137.38
Agreement 21-075/JW	1005664906	Justice of the Peace, Precinct No. 1, Place 1	CLEAR Government Investigations Advanced	1	$129.50*	$133.38	$137.38
Agreement 21-076/JW	1005665493	Justice of the Peace, Precinct No. 1, Place 2	CLEAR Government Investigations Advanced	1	$129.50*	$133.38	$137.38
Agreement 21-077/JW	1005665460	Justice of the Peace, Precinct No. 8	CLEAR Government Investigations Advanced	1	$129.50*	$133.38	$137.38
Agreement 21-078/JW	1005665387	Constable Precinct No. 6	CLEAR Law Enforcement Plus	1	$129.50*	$133.38	$137.38

*Cost increase of 3% for Year 2 & Year 3 of agreement

THOMSON REUTERS

Order Form Order ID:Q-01955107

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1005664922 Jefferson County Public Health 1295 PEARL ST BEAUMONT TX 77701-3642 US "Customer"	Account #: 1005664922 Jefferson County Public Health 1295 PEARL ST BEAUMONT TX 77701-3642 US	Account #: 1005664922 Jefferson County Public Health 1295 PEARL ST BEAUMONT, TX 77701-3642 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at https://www.thomsonreuters.com/assignmentinfo.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	$305.20	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41308780	CLEAR Proflex	1	Each	$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-01955107

ACKNOWLEDGEMENT Q-01955107

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

	Jefferson County Judge
Signature of Authorized Representative for order	**Title**
Jeff R. Branick	December 14, 2021
Printed Name	**Date**

This Order Form will expire and will not be accepted after 1/16/2022 CT.

THOMSON REUTERS

Attachment Order ID:Q-01955107

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01955107

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1005664922
SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact (#28)
Contact Name:West, Jamey
Email:jwest@co.jefferson.tx.us

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1005664922	Jefferson County Public Health	1295 PEARL ST BEAUMONT TX 77701-3642 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
3	Seats	41859364	CLEAR Government Investigations Advanced

Account Contacts

Contact Name		Email Address	Customer Type Description
Jamey	West	jwest@co.jefferson.tx.us	CLEAR PRIMARY CONT
Jeff	Ross	jross@co.jefferson.tx.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0					

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41308780	CLEAR Proflex	$305.20	3.00%	$314.36	3.00 %	$323.79	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST
DATE 12/14/2021

THOMSON REUTERS®

INFORMATION ON THOMSON REUTERS CONTRACTING AND BILLING PROCESS

To learn more about the West & TRTA assignment, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/notification-letter.pdf

Effective January 1, 2022, most products and services will be provided to U.S. customers by Thomson Reuters Enterprise Centre GmbH ("TREC") and TREC will be responsible for all obligations associated with such products and services.

Certain products and services will continue to be provided by either West Publishing Corporation ("WEST") or Thomson Reuters (Tax and Accounting) Inc. ("TRTA"). In such circumstances, West will continue to be responsible for all obligations associated with the products and services it provides, and TRTA will continue to be responsible for all obligations associated with the products and services it provides.

Government Customers: If you are a local, state or federal government customer (excluding academic institutions), all of the products and services appearing on your order form will be provided by TRTA or West Publishing Corporation, as applicable, and such entities will continue to be responsible for all obligations with respect to your products and services.

TREC product and services list

To determine which products and services will be provided by TREC please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/letter/trec-material-info.pdf

Please note that the products and services list will change from time to time.

IRS certification forms for TREC, WEST and TRTA

To access the IRS Form W-8BEN-E for TREC, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-w8.pdf

To access the IRS Form W-9 for West, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/west-w9.pdf

To access the IRS Form W-9 for TRTA, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trta-w9.pdf

FAQs

To access the FAQs document, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-customer-faq.pdf

THOMSON REUTERS®

Thomson Reuters General Terms and Conditions
Version 3.0

Last Modified: August 3, 2021

These terms govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities(each, in any form, an "Ordering Document") ; "you" and "your" means the client, customer or subscriber agreeing to or accepting these terms. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the Services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. DEFINITIONS

a. "**Documentation**" means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

b. "**Professional Services**" means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

c. "**Property**" means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.

d. "**Services**" means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

e. "**Usage Information**" means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.

f. "**Your Data**" means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

a. Reservation of Rights. Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property.

b. **Services License**. Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License**. Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License**. Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data**. You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you.

f. **Delivery**. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

3. OUR SERVICES

a. **Changes to Service**. Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") may be subject to additional charges.

b. **Passwords**. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that

both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology**. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers**. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software**. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions**. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iii) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security**. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

h. **Compliance**. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement.

i. **Your Responsibilities**. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. A Thomson Reuters affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes**. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 90 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use**. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Protection Addendum ("DPA") available at: http://tr.com/data-processing-addendum shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

6. CONFIDENTIALITY

Each party agrees to (i) protect any confidential information received from the other party using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who are subject to confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality

do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's confidential information. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b. **Unlimited Liability**. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

c. Third Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the

claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(c) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement.

d. Your Obligations. You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(c) (Third Party Intellectual Property); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

e. Customer Assistance. We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term**. The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

b. **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

c. **Termination**. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

d. **Effect of Termination**. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your confidential information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify the Agreement at any time by posting the updated Agreement at http://tr.com/TermsandConditions. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure**. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback**. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law**. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence**. The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications**. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

THOMSON REUTERS

These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order.

FAR Applicability. The Agreement is subject to applicable federal law including incorporated FAR clauses. If the terms of the FAR or other federal law are different from the Agreement, the FAR or other federal law will have priority

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service**. Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords**. Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology**. Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information**. We may collect information related to your or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, (ii) create and own derivative works based on such information provided such information is not identifiable to you or any other person and (iii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers**. Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software**. You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations**. Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products or services; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services**. We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security**. Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other'sdata. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates

2. INFORMATION SERVICES

(a) **License**. In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution**. You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License**. You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery**. We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License**. You may use our (SaaS) only for your own internal business purposes.

(b) **Delivery**. We deliver our (SaaS) by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

(c) **Content**. Our (SaaS) is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the (SaaS), including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the (SaaS) from your last available back up copy.

5. CHARGES

(a) **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. Unless you provide valid proof that you are exempt, you must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes**. Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use**. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. Your PII will not be stored outside of the United States. When applicable to your location, additional terms may apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. We recognize that you are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by us. This Section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.**

(b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**

(d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

9. LIABILITY

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(b) **Unlimited Liability**. Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property**. If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Responsibilities**. You are responsible for a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data software, or other materials provided to us by you or on your combination behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property); (ii) you or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data or (iv) an assertion by any person

accessing or receiving the benefit of any part of our products, services or data through you.
(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, also we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term**. The term and any renewal terms for the products and services are described in your order form.
(b) **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
(c) **Effect of Termination**. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Transfer**. Neither of us will transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent.
(b) **Feedback**. You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.
(c) **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.
(d) **Entire Agreement.** The agreement supersedes the terms and conditions of any click-through agreement associated with any software product or hosted service in the ordering document.
(e) **Precedence**. The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.
(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.
(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.
(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

THOMSON REUTERS™

CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	$5.00	per search
Business Search	4.50	per search
SEC Filings	2.00	per search
DE Gateway Search	10.00	per search
DE Gateway Detail	15.00	per search
Asset Search	5.00	per search
Intellectual Property	2.00	per search
Phone Search-Public Record Phones	3.50	per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50	per search
Public Records		
Photo Line-up Search	2.00	per search
Current Incarceration Search	3.50	per search
Recent Bookings Search	3.50	per search
License Search	5.00	per search
Court Record Search	4.50	per search
Web Analytics Search	1.75	per search
NPI Search	1.00	per search
Sanctions Search	5.00	per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00	per search
World-Check Risk Intelligence	5.00	per search
Associate Analytics	1.00	per search
Company Family Tree	5.00	per search
Graphical View	5.00	per search
Graphical View Expansion	1.00	per search
Map Enhancements	0.25	per search
News Search	1.75	per search
Quick Analysis	1.00	per search
Contact View	1.50	per search
Alert Result – Full Text	9.00	per result
Alert Result – RTIA	4.00	per result
CLEAR ID Confirm		
Basic	5.00	per search
Advanced	5.50	per search
Premium	6.00	per search
CLEAR ID Confirm - International		
Group A Single	1.25	per search
Group A Multi	2.00	per search
Group B Single	3.00	per search
Group B Multi	5.00	per search
Group C Single	5.75	per search
Group C Multi	10.00	per search
CLEAR Risk Inform		
Basic	5.25	per search
Advanced	5.75	per search
Premium	6.25	per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00	per search
License Plate Recognition Search	1.00	per search

ii. Report Charges

AutoCheck Vehicle History Report	$14.50	per report
Individual Report	15.00	per report
Add Associates to Report	2.00	per report
Basic Report	10.00	per report
Company Report	15.00	per report
Contact Report	10.00	per report
Business Credit Report	15.00	per report
Real Property Individual Reports	5.00	per report
Real Property Comprehensive Report	10.00	per report
Real Property Deed Image/Parcel Map Report	20.00	per report
License Plate Recognition Report	2.00	per report
CLEAR Risk Inform Person/Business Report	1.00	per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	$ 0.68	per row
Public Records Phone Search	.45	per row
Reverse Phone Search	.40	per row

ii. Batch Search Charges

Person Search	$0.04 - $5.00 per result and/or input
Document Search	$0.04 - $5.00 per result and/or input
CLEAR Risk Inform	$0.40 - $5.00 per result and/or input
CLEAR ID Confirm	$0.40 - $5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	$0.20 - $5.00 per result and/or input
Company Alert	$0.40 - $5.00 per result and/or input
RTIA Alert	$0.40 - $5.00 per result and/or input

THOMSON REUTERS

Order Form Order ID:Q-01961103

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1005665559 Jefferson County Judge's Office 1149 Pearl ST, 4th FL Beaumont TX 77701 US "Customer"	Account #: 1005665559 Jefferson County Judge's Office 1149 Pearl ST, 4th FL Beaumont TX 77701 US	Account #: 1005665559 Jefferson County Judge's Office 1149 Pearl ST, 4th FL Beaumont, TX 77701 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at https://www.thomsonreuters.com/assignmentinfo.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Clear Fixed Rate / Window/Fraud Waste & Abuse Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
41859364	CLEAR Government Investigations Advanced	1	Seats	$129.50	36	Subscription Plus Bridge (see below)

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41859364	CLEAR Government Investigations Advanced	1	Seats	$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-01961103

ACKNOWLEDGEMENT Q-01961103

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

	Jefferson County Judge
Signature of Authorized Representative for order	**Title**
Jeff R. Branick	December 14, 2021
Printed Name	**Date**

This Order Form will expire and will not be accepted after 1/17/2022 CT.

THOMSON REUTERS

Attachment Order ID:Q-01961103

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01961103

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1005665559
SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact (#28)
Contact Name:West, Jamey
Email:jwest@co.jefferson.tx.us

Account Contacts

Contact Name		Email Address	Customer Type Description
Jamey	West	jwest@co.jefferson.tx.us	CLEAR PRIMARY CONT
Jeff	Ross	jross@co.jefferson.tx.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0					

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41859364	CLEAR Government Investigations Advanced	$129.50	3.00%	$133.38	3.00 %	$137.38	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST
DATE 12/14/2021

THOMSON REUTERS®

INFORMATION ON THOMSON REUTERS CONTRACTING AND BILLING PROCESS

To learn more about the West & TRTA assignment, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/notification-letter.pdf

Effective January 1, 2022, most products and services will be provided to U.S. customers by Thomson Reuters Enterprise Centre GmbH ("TREC") and TREC will be responsible for all obligations associated with such products and services.

Certain products and services will continue to be provided by either West Publishing Corporation ("WEST") or Thomson Reuters (Tax and Accounting) Inc. ("TRTA"). In such circumstances, West will continue to be responsible for all obligations associated with the products and services it provides, and TRTA will continue to be responsible for all obligations associated with the products and services it provides.

Government Customers: If you are a local, state or federal government customer (excluding academic institutions), all of the products and services appearing on your order form will be provided by TRTA or West Publishing Corporation, as applicable, and such entities will continue to be responsible for all obligations with respect to your products and services.

TREC product and services list

To determine which products and services will be provided by TREC please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/letter/trec-material-info.pdf

Please note that the products and services list will change from time to time.

IRS certification forms for TREC, WEST and TRTA

To access the IRS Form W-8BEN-E for TREC, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-w8.pdf

To access the IRS Form W-9 for West, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/west-w9.pdf

To access the IRS Form W-9 for TRTA, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trta-w9.pdf

FAQs

To access the FAQs document, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-customer-faq.pdf

THOMSON REUTERS®

Thomson Reuters General Terms and Conditions
Version 3.0

Last Modified: August 3, 2021

These terms govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities(each, in any form, an "Ordering Document") ; "you" and "your" means the client, customer or subscriber agreeing to or accepting these terms. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the Services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. DEFINITIONS

a. "**Documentation**" means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

b. "**Professional Services**" means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

c. "**Property**" means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.

d. "**Services**" means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

e. "**Usage Information**" means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.

f. "**Your Data**" means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

a. Reservation of Rights. Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property.

b. **Services License**. Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License**. Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License**. Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data**. You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you.

f. **Delivery**. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

3. OUR SERVICES

a. **Changes to Service**. Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") may be subject to additional charges.

b. **Passwords**. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that

both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology**. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers**. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software**. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions**. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iii) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security**. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

h. **Compliance**. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement.

i. **Your Responsibilities**. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. A Thomson Reuters affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes**. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 90 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use**. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Protection Addendum ("DPA") available at: http://tr.com/data-processing-addendum shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

6. CONFIDENTIALITY

Each party agrees to (i) protect any confidential information received from the other party using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who are subject to confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality

do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's confidential information. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b. **Unlimited Liability**. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

c. Third Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the

claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(c) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement.

d. Your Obligations. You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(c) (Third Party Intellectual Property); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

e. Customer Assistance. We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term**. The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

b. **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

c. **Termination**. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

d. **Effect of Termination**. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your confidential information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify the Agreement at any time by posting the updated Agreement at http://tr.com/TermsandConditions. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure**. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback**. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law**. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence**. The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications**. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

THOMSON REUTERS

These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order.

FAR Applicability. The Agreement is subject to applicable federal law including incorporated FAR clauses. If the terms of the FAR or other federal law are different from the Agreement, the FAR or other federal law will have priority

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service**. Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords**. Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology**. Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information**. We may collect information related to your or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, (ii) create and own derivative works based on such information provided such information is not identifiable to you or any other person and (iii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers**. Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software**. You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations**. Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products or services; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services**. We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security**. Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other'sdata. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates

2. INFORMATION SERVICES

(a) **License**. In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution**. You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License**. You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery**. We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License**. You may use our (SaaS) only for your own internal business purposes.

(b) **Delivery**. We deliver our (SaaS) by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

(c) **Content**. Our (SaaS) is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the (SaaS), including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the (SaaS) from your last available back up copy.

5. CHARGES

(a) **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. Unless you provide valid proof that you are exempt, you must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes**. Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use**. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. Your PII will not be stored outside of the United States. When applicable to your location, additional terms may apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. We recognize that you are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by us. This Section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.**

(b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**

(d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

9. LIABILITY

(a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(b) **Unlimited Liability**. Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property**. If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Responsibilities**. You are responsible for a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data software, or other materials provided to us by you or on your combination behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property); (ii) you or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data or (iv) an assertion by any person

accessing or receiving the benefit of any part of our products, services or data through you.
(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, also we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term**. The term and any renewal terms for the products and services are described in your order form.
(b) **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
(c) **Effect of Termination**. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Transfer**. Neither of us will transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent.
(b) **Feedback**. You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.
(c) **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.
(d) **Entire Agreement.** The agreement supersedes the terms and conditions of any click-through agreement associated with any software product or hosted service in the ordering document.
(e) **Precedence**. The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.
(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.
(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.
(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

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CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	$5.00	per search
Business Search	4.50	per search
SEC Filings	2.00	per search
DE Gateway Search	10.00	per search
DE Gateway Detail	15.00	per search
Asset Search	5.00	per search
Intellectual Property	2.00	per search
Phone Search-Public Record Phones	3.50	per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50	per search
Public Records		
Photo Line-up Search	2.00	per search
Current Incarceration Search	3.50	per search
Recent Bookings Search	3.50	per search
License Search	5.00	per search
Court Record Search	4.50	per search
Web Analytics Search	1.75	per search
NPI Search	1.00	per search
Sanctions Search	5.00	per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00	per search
World-Check Risk Intelligence	5.00	per search
Associate Analytics	1.00	per search
Company Family Tree	5.00	per search
Graphical View	5.00	per search
Graphical View Expansion	1.00	per search
Map Enhancements	0.25	per search
News Search	1.75	per search
Quick Analysis	1.00	per search
Contact View	1.50	per search
Alert Result – Full Text	9.00	per result
Alert Result – RTIA	4.00	per result
CLEAR ID Confirm		
Basic	5.00	per search
Advanced	5.50	per search
Premium	6.00	per search
CLEAR ID Confirm - International		
Group A Single	1.25	per search
Group A Multi	2.00	per search
Group B Single	3.00	per search
Group B Multi	5.00	per search
Group C Single	5.75	per search
Group C Multi	10.00	per search
CLEAR Risk Inform		
Basic	5.25	per search
Advanced	5.75	per search
Premium	6.25	per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00	per search
License Plate Recognition Search	1.00	per search

ii. Report Charges

AutoCheck Vehicle History Report	$14.50	per report
Individual Report	15.00	per report
Add Associates to Report	2.00	per report
Basic Report	10.00	per report
Company Report	15.00	per report
Contact Report	10.00	per report
Business Credit Report	15.00	per report
Real Property Individual Reports	5.00	per report
Real Property Comprehensive Report	10.00	per report
Real Property Deed Image/Parcel Map Report	20.00	per report
License Plate Recognition Report	2.00	per report
CLEAR Risk Inform Person/Business Report	1.00	per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	$ 0.68	per row
Public Records Phone Search	.45	per row
Reverse Phone Search	.40	per row

ii. Batch Search Charges

Person Search	$0.04 - $5.00 per result and/or input
Document Search	$0.04 - $5.00 per result and/or input
CLEAR Risk Inform	$0.40 - $5.00 per result and/or input
CLEAR ID Confirm	$0.40 - $5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	$0.20 - $5.00 per result and/or input
Company Alert	$0.40 - $5.00 per result and/or input
RTIA Alert	$0.40 - $5.00 per result and/or input

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Order Form Order ID:Q-01956070

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1005664906 Jefferson CO JP Precinct 1 Place 1 1085 Pearl ST, RM 105 Beaumont TX 77701 US "Customer"	Account #: 1005664906 Jefferson CO JP Precinct 1 Place 1 1085 Pearl ST, RM 105 Beaumont TX 77701 US	Account #: 1005664906 Jefferson CO JP Precinct 1 Place 1 1085 Pearl ST, RM 105 Beaumont, TX 77701 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at https://www.thomsonreuters.com/assignmentinfo.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Clear Fixed Rate / Window/Fraud Waste & Abuse Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
41859364	CLEAR Government Investigations Advanced	1	Seats	$129.50	36	Subscription Plus Bridge (see below)

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41859364	CLEAR Government Investigations Advanced	1	Seats	$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-01956070

ACKNOWLEDGEMENT Q-01956070

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 1/16/2022 CT.

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Attachment Order ID:Q-01956070

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01956070

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1005664906
SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact (#28)
Contact Name:West, Jamey
Email:jwest@co.jefferson.tx.us

Account Contacts

Contact Name		Email Address	Customer Type Description
Jamey	West	jwest@co.jefferson.tx.us	CLEAR PRIMARY CONT
Jeff	Ross	jross@co.jefferson.tx.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0					

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41859364	CLEAR Government Investigations Advanced	$129.50	3.00%	$133.38	3.00 %	$137.38	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

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INFORMATION ON THOMSON REUTERS CONTRACTING AND BILLING PROCESS

To learn more about the West & TRTA assignment, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/notification-letter.pdf

Effective January 1, 2022, most products and services will be provided to U.S. customers by Thomson Reuters Enterprise Centre GmbH ("TREC") and TREC will be responsible for all obligations associated with such products and services.

Certain products and services will continue to be provided by either West Publishing Corporation ("WEST") or Thomson Reuters (Tax and Accounting) Inc. ("TRTA"). In such circumstances, West will continue to be responsible for all obligations associated with the products and services it provides, and TRTA will continue to be responsible for all obligations associated with the products and services it provides.

Government Customers: If you are a local, state or federal government customer (excluding academic institutions), all of the products and services appearing on your order form will be provided by TRTA or West Publishing Corporation, as applicable, and such entities will continue to be responsible for all obligations with respect to your products and services.

TREC product and services list

To determine which products and services will be provided by TREC please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/letter/trec-material-info.pdf

Please note that the products and services list will change from time to time.

IRS certification forms for TREC, WEST and TRTA

To access the IRS Form W-8BEN-E for TREC, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-w8.pdf

To access the IRS Form W-9 for West, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/west-w9.pdf

To access the IRS Form W-9 for TRTA, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trta-w9.pdf

FAQs

To access the FAQs document, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-customer-faq.pdf

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Version 3.0

Last Modified: August 3, 2021

These terms govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities(each, in any form, an "Ordering Document") ; "you" and "your" means the client, customer or subscriber agreeing to or accepting these terms. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the Services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. DEFINITIONS

a. "**Documentation**" means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

b. "**Professional Services**" means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

c. "**Property**" means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.

d. "**Services**" means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

e. "**Usage Information**" means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.

f. "**Your Data**" means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

a. Reservation of Rights. Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property.

b. **Services License**. Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License**. Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License**. Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data**. You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you.

f. **Delivery**. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

3. OUR SERVICES

a. **Changes to Service**. Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") may be subject to additional charges.

b. **Passwords**. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that

both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology**. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers**. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software**. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions**. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iii) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security**. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

h. **Compliance**. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement.

i. **Your Responsibilities**. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. A Thomson Reuters affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes**. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 90 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use**. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Protection Addendum ("DPA") available at: http://tr.com/data-processing-addendum shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

6. CONFIDENTIALITY

Each party agrees to (i) protect any confidential information received from the other party using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who are subject to confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality

do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's confidential information. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b. **Unlimited Liability**. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

c. Third Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the

claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(c) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement.

d. Your Obligations. You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(c) (Third Party Intellectual Property); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

e. Customer Assistance. We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term**. The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

b. **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

c. **Termination**. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

d. **Effect of Termination**. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your confidential information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify the Agreement at any time by posting the updated Agreement at http://tr.com/TermsandConditions. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure**. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback**. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law**. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence**. The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications**. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

THOMSON REUTERS

These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order.

FAR Applicability. The Agreement is subject to applicable federal law including incorporated FAR clauses. If the terms of the FAR or other federal law are different from the Agreement, the FAR or other federal law will have priority

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service**. Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords**. Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology**. Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information**. We may collect information related to your or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, (ii) create and own derivative works based on such information provided such information is not identifiable to you or any other person and (iii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers**. Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software**. You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations**. Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products or services; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services**. We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security**. Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other'sdata. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates

2. INFORMATION SERVICES

(a) **License**. In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution**. You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License**. You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery**. We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License**. You may use our (SaaS) only for your own internal business purposes.

(b) **Delivery**. We deliver our (SaaS) by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

(c) **Content**. Our (SaaS) is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the (SaaS), including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the (SaaS) from your last available back up copy.

5. CHARGES

(a) **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. Unless you provide valid proof that you are exempt, you must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes**. Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use**. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. Your PII will not be stored outside of the United States. When applicable to your location, additional terms may apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. We recognize that you are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by us. This Section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.**

(b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**

(d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

9. LIABILITY

(a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(b) **Unlimited Liability**. Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property**. If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Responsibilities**. You are responsible for a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data software, or other materials provided to us by you or on your combination behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property); (ii) you or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data or (iv) an assertion by any person

accessing or receiving the benefit of any part of our products, services or data through you.
(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, also we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term**. The term and any renewal terms for the products and services are described in your order form.
(b) **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
(c) **Effect of Termination**. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Transfer**. Neither of us will transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent.
(b) **Feedback**. You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.
(c) **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.
(d) **Entire Agreement.** The agreement supersedes the terms and conditions of any click-through agreement associated with any software product or hosted service in the ordering document.
(e) **Precedence**. The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.
(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.
(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.
(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

THOMSON REUTERS™

CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	$5.00	per search
Business Search	4.50	per search
SEC Filings	2.00	per search
DE Gateway Search	10.00	per search
DE Gateway Detail	15.00	per search
Asset Search	5.00	per search
Intellectual Property	2.00	per search
Phone Search-Public Record Phones	3.50	per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50	per search
Public Records		
Photo Line-up Search	2.00	per search
Current Incarceration Search	3.50	per search
Recent Bookings Search	3.50	per search
License Search	5.00	per search
Court Record Search	4.50	per search
Web Analytics Search	1.75	per search
NPI Search	1.00	per search
Sanctions Search	5.00	per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00	per search
World-Check Risk Intelligence	5.00	per search
Associate Analytics	1.00	per search
Company Family Tree	5.00	per search
Graphical View	5.00	per search
Graphical View Expansion	1.00	per search
Map Enhancements	0.25	per search
News Search	1.75	per search
Quick Analysis	1.00	per search
Contact View	1.50	per search
Alert Result – Full Text	9.00	per result
Alert Result – RTIA	4.00	per result
CLEAR ID Confirm		
Basic	5.00	per search
Advanced	5.50	per search
Premium	6.00	per search
CLEAR ID Confirm - International		
Group A Single	1.25	per search
Group A Multi	2.00	per search
Group B Single	3.00	per search
Group B Multi	5.00	per search
Group C Single	5.75	per search
Group C Multi	10.00	per search
CLEAR Risk Inform		
Basic	5.25	per search
Advanced	5.75	per search
Premium	6.25	per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00	per search
License Plate Recognition Search	1.00	per search

ii. Report Charges

AutoCheck Vehicle History Report	$14.50	per report
Individual Report	15.00	per report
Add Associates to Report	2.00	per report
Basic Report	10.00	per report
Company Report	15.00	per report
Contact Report	10.00	per report
Business Credit Report	15.00	per report
Real Property Individual Reports	5.00	per report
Real Property Comprehensive Report	10.00	per report
Real Property Deed Image/Parcel Map Report	20.00	per report
License Plate Recognition Report	2.00	per report
CLEAR Risk Inform Person/Business Report	1.00	per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	$ 0.68	per row
Public Records Phone Search	.45	per row
Reverse Phone Search	.40	per row

ii. Batch Search Charges

Person Search	$0.04 - $5.00 per result and/or input
Document Search	$0.04 - $5.00 per result and/or input
CLEAR Risk Inform	$0.40 - $5.00 per result and/or input
CLEAR ID Confirm	$0.40 - $5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	$0.20 - $5.00 per result and/or input
Company Alert	$0.40 - $5.00 per result and/or input
RTIA Alert	$0.40 - $5.00 per result and/or input

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Order Form Order ID:Q-01956293

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1005665493 Jefferson CO JP Precinct 1 Place 2 1085 Pearl ST, RM 104 Beaumont TX 77701 US "Customer"	Account #: 1005665493 Jefferson CO JP Precinct 1 Place 2 1085 Pearl ST, RM 104 Beaumont TX 77701 US	Account #: 1005665493 Jefferson CO JP Precinct 1 Place 2 1085 Pearl ST, RM 104 Beaumont, TX 77701 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at https://www.thomsonreuters.com/assignmentinfo.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Clear Fixed Rate / Window/Fraud Waste & Abuse Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
41859364	CLEAR Government Investigations Advanced	1	Seats	$129.50	36	Subscription Plus Bridge (see below)

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41859364	CLEAR Government Investigations Advanced	1	Seats	$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-01956293

ACKNOWLEDGEMENT Q-01956293

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

	Jefferson County Judge
Signature of Authorized Representative for order	**Title**
Jeff R. Branick	December 14, 2021
Printed Name	**Date**

This Order Form will expire and will not be accepted after 1/16/2022 CT.

THOMSON REUTERS

Attachment Order ID:Q-01956293

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01956293

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1005665493
SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact (#28)
Contact Name:West, Jamey
Email:jwest@co.jefferson.tx.us

Account Contacts

Contact Name		Email Address	Customer Type Description
Jamey	West	jwest@co.jefferson.tx.us	CLEAR PRIMARY CONT
Jeff	Ross	jross@co.jefferson.tx.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
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Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41859364	CLEAR Government Investigations Advanced	$129.50	3.00%	$133.38	3.00 %	$137.38	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST
DATE 12/14/2021

THOMSON REUTERS®

INFORMATION ON THOMSON REUTERS CONTRACTING AND BILLING PROCESS

To learn more about the West & TRTA assignment, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/notification-letter.pdf

Effective January 1, 2022, most products and services will be provided to U.S. customers by Thomson Reuters Enterprise Centre GmbH ("TREC") and TREC will be responsible for all obligations associated with such products and services.

Certain products and services will continue to be provided by either West Publishing Corporation ("WEST") or Thomson Reuters (Tax and Accounting) Inc. ("TRTA"). In such circumstances, West will continue to be responsible for all obligations associated with the products and services it provides, and TRTA will continue to be responsible for all obligations associated with the products and services it provides.

Government Customers: If you are a local, state or federal government customer (excluding academic institutions), all of the products and services appearing on your order form will be provided by TRTA or West Publishing Corporation, as applicable, and such entities will continue to be responsible for all obligations with respect to your products and services.

TREC product and services list

To determine which products and services will be provided by TREC please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/letter/trec-material-info.pdf

Please note that the products and services list will change from time to time.

IRS certification forms for TREC, WEST and TRTA

To access the IRS Form W-8BEN-E for TREC, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-w8.pdf

To access the IRS Form W-9 for West, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/west-w9.pdf

To access the IRS Form W-9 for TRTA, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trta-w9.pdf

FAQs

To access the FAQs document, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-customer-faq.pdf

THOMSON REUTERS®

Thomson Reuters General Terms and Conditions
Version 3.0

Last Modified: August 3, 2021

These terms govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities(each, in any form, an "Ordering Document") ; "you" and "your" means the client, customer or subscriber agreeing to or accepting these terms. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the Services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. DEFINITIONS

a. "**Documentation**" means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

b. "**Professional Services**" means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

c. "**Property**" means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.

d. "**Services**" means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

e. "**Usage Information**" means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.

f. "**Your Data**" means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

a. Reservation of Rights. Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property.

b. **Services License**. Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License**. Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License**. Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data**. You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you.

f. **Delivery**. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

3. OUR SERVICES

a. **Changes to Service**. Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") may be subject to additional charges.

b. **Passwords**. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that

both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology**. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers**. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software**. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions**. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iii) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security**. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

h. **Compliance**. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement.

i. **Your Responsibilities**. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. A Thomson Reuters affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes**. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 90 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use**. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Protection Addendum ("DPA") available at: http://tr.com/data-processing-addendum shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

6. CONFIDENTIALITY

Each party agrees to (i) protect any confidential information received from the other party using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who are subject to confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality

do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's confidential information. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b. **Unlimited Liability**. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

c. Third Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the

claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(c) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement.

d. Your Obligations. You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(c) (Third Party Intellectual Property); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

e. Customer Assistance. We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term**. The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

b. **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

c. **Termination**. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

d. **Effect of Termination**. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your confidential information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify the Agreement at any time by posting the updated Agreement at http://tr.com/TermsandConditions. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure**. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback**. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law**. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence**. The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications**. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

THOMSON REUTERS

These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order.

FAR Applicability. The Agreement is subject to applicable federal law including incorporated FAR clauses. If the terms of the FAR or other federal law are different from the Agreement, the FAR or other federal law will have priority

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service**. Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords**. Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology**. Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information**. We may collect information related to your or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, (ii) create and own derivative works based on such information provided such information is not identifiable to you or any other person and (iii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers**. Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software**. You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations**. Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products or services; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services**. We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security**. Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other'sdata. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates

2. INFORMATION SERVICES

(a) **License**. In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution**. You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License**. You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery**. We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License**. You may use our (SaaS) only for your own internal business purposes.

(b) **Delivery**. We deliver our (SaaS) by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

(c) **Content**. Our (SaaS) is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the (SaaS), including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the (SaaS) from your last available back up copy.

5. CHARGES

(a) **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. Unless you provide valid proof that you are exempt, you must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes**. Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use**. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. Your PII will not be stored outside of the United States. When applicable to your location, additional terms may apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. We recognize that you are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by us. This Section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.**

(b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**

(d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

9. LIABILITY

(a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(b) **Unlimited Liability**. Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property**. If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Responsibilities**. You are responsible for a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data software, or other materials provided to us by you or on your combination behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property); (ii) you or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data or (iv) an assertion by any person

accessing or receiving the benefit of any part of our products, services or data through you.
(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, also we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term**. The term and any renewal terms for the products and services are described in your order form.
(b) **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
(c) **Effect of Termination**. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Transfer**. Neither of us will transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent.
(b) **Feedback**. You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.
(c) **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.
(d) **Entire Agreement.** The agreement supersedes the terms and conditions of any click-through agreement associated with any software product or hosted service in the ordering document.
(e) **Precedence**. The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.
(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.
(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.
(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

THOMSON REUTERS™

CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	$5.00	per search
Business Search	4.50	per search
SEC Filings	2.00	per search
DE Gateway Search	10.00	per search
DE Gateway Detail	15.00	per search
Asset Search	5.00	per search
Intellectual Property	2.00	per search
Phone Search-Public Record Phones	3.50	per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50	per search
Public Records		
Photo Line-up Search	2.00	per search
Current Incarceration Search	3.50	per search
Recent Bookings Search	3.50	per search
License Search	5.00	per search
Court Record Search	4.50	per search
Web Analytics Search	1.75	per search
NPI Search	1.00	per search
Sanctions Search	5.00	per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00	per search
World-Check Risk Intelligence	5.00	per search
Associate Analytics	1.00	per search
Company Family Tree	5.00	per search
Graphical View	5.00	per search
Graphical View Expansion	1.00	per search
Map Enhancements	0.25	per search
News Search	1.75	per search
Quick Analysis	1.00	per search
Contact View	1.50	per search
Alert Result – Full Text	9.00	per result
Alert Result – RTIA	4.00	per result
CLEAR ID Confirm		
Basic	5.00	per search
Advanced	5.50	per search
Premium	6.00	per search
CLEAR ID Confirm - International		
Group A Single	1.25	per search
Group A Multi	2.00	per search
Group B Single	3.00	per search
Group B Multi	5.00	per search
Group C Single	5.75	per search
Group C Multi	10.00	per search
CLEAR Risk Inform		
Basic	5.25	per search
Advanced	5.75	per search
Premium	6.25	per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00	per search
License Plate Recognition Search	1.00	per search

ii. Report Charges

AutoCheck Vehicle History Report	$14.50	per report
Individual Report	15.00	per report
Add Associates to Report	2.00	per report
Basic Report	10.00	per report
Company Report	15.00	per report
Contact Report	10.00	per report
Business Credit Report	15.00	per report
Real Property Individual Reports	5.00	per report
Real Property Comprehensive Report	10.00	per report
Real Property Deed Image/Parcel Map Report	20.00	per report
License Plate Recognition Report	2.00	per report
CLEAR Risk Inform Person/Business Report	1.00	per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	$ 0.68	per row
Public Records Phone Search	.45	per row
Reverse Phone Search	.40	per row

ii. Batch Search Charges

Person Search	$0.04 - $5.00 per result and/or input
Document Search	$0.04 - $5.00 per result and/or input
CLEAR Risk Inform	$0.40 - $5.00 per result and/or input
CLEAR ID Confirm	$0.40 - $5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	$0.20 - $5.00 per result and/or input
Company Alert	$0.40 - $5.00 per result and/or input
RTIA Alert	$0.40 - $5.00 per result and/or input

THOMSON REUTERS

Order Form Order ID:Q-01956208

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1005665460 Jefferson County JP Precinct No. 8 525 Lakeshore DR Port Arthur TX 77640 US "Customer"	Account #: 1005665460 Jefferson County JP Precinct No. 8 525 Lakeshore DR Port Arthur TX 77640 US	Account #: 1005665460 Jefferson County JP Precinct No. 8 525 Lakeshore DR Port Arthur, TX 77640 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at https://www.thomsonreuters.com/assignmentinfo.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Clear Fixed Rate / Window/Fraud Waste & Abuse Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
41859364	CLEAR Government Investigations Advanced	1	Seats	$129.50	36	Subscription Plus Bridge (see below)

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41859364	CLEAR Government Investigations Advanced	1	Seats	$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-01956208

ACKNOWLEDGEMENT Q-01956208

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Jeff R. Branick	December 14, 2021
Printed Name	**Date**

This Order Form will expire and will not be accepted after 1/16/2022 CT.

THOMSON REUTERS

Attachment Order ID:Q-01956208

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01956208

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1005665460
SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact (#28)
Contact Name:West, Jamey
Email:jwest@co.jefferson.tx.us

Account Contacts

Contact Name		Email Address	Customer Type Description
Jamey	West	jwest@co.jefferson.tx.us	CLEAR PRIMARY CONT
Jeff	Ross	jross@co.jefferson.tx.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0					

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41859364	CLEAR Government Investigations Advanced	$129.50	3.00%	$133.38	3.00 %	$137.38	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 12/14/2021

THOMSON REUTERS®

INFORMATION ON THOMSON REUTERS CONTRACTING AND BILLING PROCESS

To learn more about the West & TRTA assignment, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/notification-letter.pdf

Effective January 1, 2022, most products and services will be provided to U.S. customers by Thomson Reuters Enterprise Centre GmbH ("TREC") and TREC will be responsible for all obligations associated with such products and services.

Certain products and services will continue to be provided by either West Publishing Corporation ("WEST") or Thomson Reuters (Tax and Accounting) Inc. ("TRTA"). In such circumstances, West will continue to be responsible for all obligations associated with the products and services it provides, and TRTA will continue to be responsible for all obligations associated with the products and services it provides.

Government Customers: If you are a local, state or federal government customer (excluding academic institutions), all of the products and services appearing on your order form will be provided by TRTA or West Publishing Corporation, as applicable, and such entities will continue to be responsible for all obligations with respect to your products and services.

TREC product and services list

To determine which products and services will be provided by TREC please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/letter/trec-material-info.pdf

Please note that the products and services list will change from time to time.

IRS certification forms for TREC, WEST and TRTA

To access the IRS Form W-8BEN-E for TREC, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-w8.pdf

To access the IRS Form W-9 for West, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/west-w9.pdf

To access the IRS Form W-9 for TRTA, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trta-w9.pdf

FAQs

To access the FAQs document, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-customer-faq.pdf

THOMSON REUTERS®

Thomson Reuters General Terms and Conditions
Version 3.0

Last Modified: August 3, 2021

These terms govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities(each, in any form, an "Ordering Document") ; "you" and "your" means the client, customer or subscriber agreeing to or accepting these terms. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the Services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. DEFINITIONS

a. "**Documentation**" means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

b. "**Professional Services**" means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

c. "**Property**" means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.

d. "**Services**" means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

e. "**Usage Information**" means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.

f. "**Your Data**" means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

a. Reservation of Rights. Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property.

b. **Services License**. Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License**. Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License**. Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data**. You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you.

f. **Delivery**. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

3. OUR SERVICES

a. **Changes to Service**. Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") may be subject to additional charges.

b. **Passwords**. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that

both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology**. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers**. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software**. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions**. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iii) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security**. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

h. **Compliance**. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement.

i. **Your Responsibilities**. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. A Thomson Reuters affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes**. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 90 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use**. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Protection Addendum ("DPA") available at: http://tr.com/data-processing-addendum shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

6. CONFIDENTIALITY

Each party agrees to (i) protect any confidential information received from the other party using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who are subject to confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality

do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's confidential information. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b. **Unlimited Liability**. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

c. Third Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the

claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(c) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement.

d. Your Obligations. You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(c) (Third Party Intellectual Property); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

e. Customer Assistance. We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term**. The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

b. **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

c. **Termination**. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

d. **Effect of Termination**. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your confidential information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify the Agreement at any time by posting the updated Agreement at http://tr.com/TermsandConditions. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure**. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback**. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law**. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence**. The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications**. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order.

FAR Applicability. The Agreement is subject to applicable federal law including incorporated FAR clauses. If the terms of the FAR or other federal law are different from the Agreement, the FAR or other federal law will have priority

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service**. Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords**. Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology**. Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information**. We may collect information related to your or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, (ii) create and own derivative works based on such information provided such information is not identifiable to you or any other person and (iii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers**. Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software**. You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations**. Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products or services; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services**. We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security**. Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other'sdata. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates

2. INFORMATION SERVICES

(a) **License**. In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution**. You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License**. You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery**. We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License**. You may use our (SaaS) only for your own internal business purposes.

(b) **Delivery**. We deliver our (SaaS) by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

(c) **Content**. Our (SaaS) is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the (SaaS), including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the (SaaS) from your last available back up copy.

5. CHARGES

(a) **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. Unless you provide valid proof that you are exempt, you must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes**. Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use**. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. Your PII will not be stored outside of the United States. When applicable to your location, additional terms may apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. We recognize that you are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by us. This Section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.**

(b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**

(d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

9. LIABILITY

(a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(b) **Unlimited Liability**. Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property**. If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Responsibilities**. You are responsible for a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data software, or other materials provided to us by you or on your combination behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property); (ii) you or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data or (iv) an assertion by any person

accessing or receiving the benefit of any part of our products, services or data through you.
(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, also we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term**. The term and any renewal terms for the products and services are described in your order form.
(b) **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
(c) **Effect of Termination**. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Transfer**. Neither of us will transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent.
(b) **Feedback**. You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.
(c) **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.
(d) **Entire Agreement.** The agreement supersedes the terms and conditions of any click-through agreement associated with any software product or hosted service in the ordering document.
(e) **Precedence**. The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.
(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.
(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.
(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

THOMSON REUTERS™

CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	$5.00	per search
Business Search	4.50	per search
SEC Filings	2.00	per search
DE Gateway Search	10.00	per search
DE Gateway Detail	15.00	per search
Asset Search	5.00	per search
Intellectual Property	2.00	per search
Phone Search-Public Record Phones	3.50	per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50	per search
Public Records		
Photo Line-up Search	2.00	per search
Current Incarceration Search	3.50	per search
Recent Bookings Search	3.50	per search
License Search	5.00	per search
Court Record Search	4.50	per search
Web Analytics Search	1.75	per search
NPI Search	1.00	per search
Sanctions Search	5.00	per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00	per search
World-Check Risk Intelligence	5.00	per search
Associate Analytics	1.00	per search
Company Family Tree	5.00	per search
Graphical View	5.00	per search
Graphical View Expansion	1.00	per search
Map Enhancements	0.25	per search
News Search	1.75	per search
Quick Analysis	1.00	per search
Contact View	1.50	per search
Alert Result – Full Text	9.00	per result
Alert Result – RTIA	4.00	per result
CLEAR ID Confirm		
Basic	5.00	per search
Advanced	5.50	per search
Premium	6.00	per search
CLEAR ID Confirm - International		
Group A Single	1.25	per search
Group A Multi	2.00	per search
Group B Single	3.00	per search
Group B Multi	5.00	per search
Group C Single	5.75	per search
Group C Multi	10.00	per search
CLEAR Risk Inform		
Basic	5.25	per search
Advanced	5.75	per search
Premium	6.25	per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00	per search
License Plate Recognition Search	1.00	per search

ii. Report Charges

AutoCheck Vehicle History Report	$14.50	per report
Individual Report	15.00	per report
Add Associates to Report	2.00	per report
Basic Report	10.00	per report
Company Report	15.00	per report
Contact Report	10.00	per report
Business Credit Report	15.00	per report
Real Property Individual Reports	5.00	per report
Real Property Comprehensive Report	10.00	per report
Real Property Deed Image/Parcel Map Report	20.00	per report
License Plate Recognition Report	2.00	per report
CLEAR Risk Inform Person/Business Report	1.00	per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	$ 0.68	per row
Public Records Phone Search	.45	per row
Reverse Phone Search	.40	per row

ii. Batch Search Charges

Person Search	$0.04 - $5.00 per result and/or input
Document Search	$0.04 - $5.00 per result and/or input
CLEAR Risk Inform	$0.40 - $5.00 per result and/or input
CLEAR ID Confirm	$0.40 - $5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	$0.20 - $5.00 per result and/or input
Company Alert	$0.40 - $5.00 per result and/or input
RTIA Alert	$0.40 - $5.00 per result and/or input

THOMSON REUTERS

Order Form Order ID:Q-01956279

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1005665387 Jefferson CO Constable Pct No. 6 1225 Pearl ST Beaumont TX 77701 US "Customer"	Account #: 1005665387 Jefferson CO Constable Pct No. 6 1225 Pearl ST Beaumont TX 77701 US	Account #: 1005665387 Jefferson CO Constable Pct No. 6 1225 Pearl ST Beaumont, TX 77701 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at https://www.thomsonreuters.com/assignmentinfo.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at https://www.thomsonreuters.com/assignmentinfo.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Clear Fixed Rate / Window/Fraud Waste & Abuse Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
41882302	CLEAR for Law Enforcement Plus	1	Seats	$129.50	36	Subscription Plus Bridge (see below)

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41882302	CLEAR for Law Enforcement Plus	1	Seats	$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-01956279

ACKNOWLEDGEMENT Q-01956279

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title** Jefferson County Judge
Printed Name Jeff R. Branick	**Date** December 14, 2021

This Order Form will expire and will not be accepted after 1/17/2022 CT.

THOMSON REUTERS

Attachment Order ID:Q-01956279

Contact your representative kyle.keene@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01956279

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1005665387
SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact (#28)
Contact Name:West, Jamey
Email:jwest@co.jefferson.tx.us

Account Contacts

Contact Name		Email Address	Customer Type Description
Jamey	West	jwest@co.jefferson.tx.us	CLEAR PRIMARY CONT
Jeff	Ross	jross@co.jefferson.tx.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0					

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41882302	CLEAR for Law Enforcement Plus	$129.50	3.00%	$133.38	3.00 %	$137.38	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 12/14/2021

THOMSON REUTERS®

INFORMATION ON THOMSON REUTERS CONTRACTING AND BILLING PROCESS

To learn more about the West & TRTA assignment, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/notification-letter.pdf

Effective January 1, 2022, most products and services will be provided to U.S. customers by Thomson Reuters Enterprise Centre GmbH ("TREC") and TREC will be responsible for all obligations associated with such products and services.

Certain products and services will continue to be provided by either West Publishing Corporation ("WEST") or Thomson Reuters (Tax and Accounting) Inc. ("TRTA"). In such circumstances, West will continue to be responsible for all obligations associated with the products and services it provides, and TRTA will continue to be responsible for all obligations associated with the products and services it provides.

Government Customers: If you are a local, state or federal government customer (excluding academic institutions), all of the products and services appearing on your order form will be provided by TRTA or West Publishing Corporation, as applicable, and such entities will continue to be responsible for all obligations with respect to your products and services.

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To determine which products and services will be provided by TREC please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/letter/trec-material-info.pdf

Please note that the products and services list will change from time to time.

IRS certification forms for TREC, WEST and TRTA

To access the IRS Form W-8BEN-E for TREC, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-w8.pdf

To access the IRS Form W-9 for West, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/west-w9.pdf

To access the IRS Form W-9 for TRTA, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trta-w9.pdf

FAQs

To access the FAQs document, please click here: https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/other/notificationinfo/order/trec-customer-faq.pdf

THOMSON REUTERS®

Thomson Reuters General Terms and Conditions
Version 3.0

Last Modified: August 3, 2021

These terms govern your access and use of Thomson Reuters Services, as such term is defined below. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities(each, in any form, an "Ordering Document") ; "you" and "your" means the client, customer or subscriber agreeing to or accepting these terms. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the Services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. DEFINITIONS

a. "**Documentation**" means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

b. "**Professional Services**" means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

c. "**Property**" means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.

d. "**Services**" means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

e. "**Usage Information**" means (i) data and information related to your use of our Property which is aggregated and anonymized, including statistical compilations and performance information related to the provision and operation of our Property and (ii) any information, data, or other content derived from your access to or use of the Services, but does not include Your Data.

f. "**Your Data**" means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

a. Reservation of Rights. Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property.

b. **Services License**. Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License**. Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License**. Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data**. You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you.

f. **Delivery**. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

3. OUR SERVICES

a. **Changes to Service**. Our Services may change from time to time, but we will not change their fundamental nature. Certain Services include updates (bug fixes, patches, maintenance releases). Upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") may be subject to additional charges.

b. **Passwords**. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that

both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology**. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers**. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software**. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions**. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iii) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security**. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

h. **Compliance**. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement.

i. **Your Responsibilities**. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on the applicable Ordering Document. A Thomson Reuters affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes**. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 90 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use**. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Protection Addendum ("DPA") available at: http://tr.com/data-processing-addendum shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference.

6. CONFIDENTIALITY

Each party agrees to (i) protect any confidential information received from the other party using the same standard of care it uses to protect its own confidential information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who are subject to confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality

do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's confidential information. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b. **Unlimited Liability**. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 8(a) does not limit your indemnification obligations in Section 8(d) or your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

c. Third Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the

claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(c) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement.

d. Your Obligations. You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(c) (Third Party Intellectual Property); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

e. Customer Assistance. We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term**. The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

b. **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our Services if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third-party provider; or a violation of third party rights or applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

c. **Termination**. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any prepaid unused recurring charges for the terminated Service.

d. **Effect of Termination**. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your confidential information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify the Agreement at any time by posting the updated Agreement at http://tr.com/TermsandConditions. Modified terms become effective 30 days after posting. By using the Services after the effective date, you agree to be bound by the most recent version of the Agreement. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure**. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign, delegate or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with our Property. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback**. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law**. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence**. The descending order of precedence is: third party license terms contained in Section 3(d) of these terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials of our Services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications**. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

THOMSON REUTERS

These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order.

FAR Applicability. The Agreement is subject to applicable federal law including incorporated FAR clauses. If the terms of the FAR or other federal law are different from the Agreement, the FAR or other federal law will have priority

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service**. Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords**. Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology**. Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information**. We may collect information related to your or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, (ii) create and own derivative works based on such information provided such information is not identifiable to you or any other person and (iii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers**. Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software**. You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations**. Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products or services; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services**. We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security**. Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other'sdata. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates

2. INFORMATION SERVICES

(a) **License**. In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution**. You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License**. You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery**. We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License**. You may use our (SaaS) only for your own internal business purposes.

(b) **Delivery**. We deliver our (SaaS) by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

(c) **Content**. Our (SaaS) is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the (SaaS), including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the (SaaS) from your last available back up copy.

5. CHARGES

(a) **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. Unless you provide valid proof that you are exempt, you must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes**. Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use**. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. Your PII will not be stored outside of the United States. When applicable to your location, additional terms may apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. We recognize that you are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by us. This Section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.**

(b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.**

(d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

9. LIABILITY

(a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(b) **Unlimited Liability**. Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property**. If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Responsibilities**. You are responsible for a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data software, or other materials provided to us by you or on your combination behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property); (ii) you or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data or (iv) an assertion by any person

accessing or receiving the benefit of any part of our products, services or data through you.
(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, also we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term**. The term and any renewal terms for the products and services are described in your order form.
(b) **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
(c) **Effect of Termination**. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Transfer**. Neither of us will transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent.
(b) **Feedback**. You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.
(c) **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.
(d) **Entire Agreement.** The agreement supersedes the terms and conditions of any click-through agreement associated with any software product or hosted service in the ordering document.
(e) **Precedence**. The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.
(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.
(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on http://thomsonreuters.com/support-and-training or as otherwise provided by Thomson Reuters.
(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

THOMSON REUTERS™

CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	$5.00	per search
Business Search	4.50	per search
SEC Filings	2.00	per search
DE Gateway Search	10.00	per search
DE Gateway Detail	15.00	per search
Asset Search	5.00	per search
Intellectual Property	2.00	per search
Phone Search-Public Record Phones	3.50	per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50	per search
Public Records		
Photo Line-up Search	2.00	per search
Current Incarceration Search	3.50	per search
Recent Bookings Search	3.50	per search
License Search	5.00	per search
Court Record Search	4.50	per search
Web Analytics Search	1.75	per search
NPI Search	1.00	per search
Sanctions Search	5.00	per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00	per search
World-Check Risk Intelligence	5.00	per search
Associate Analytics	1.00	per search
Company Family Tree	5.00	per search
Graphical View	5.00	per search
Graphical View Expansion	1.00	per search
Map Enhancements	0.25	per search
News Search	1.75	per search
Quick Analysis	1.00	per search
Contact View	1.50	per search
Alert Result – Full Text	9.00	per result
Alert Result – RTIA	4.00	per result
CLEAR ID Confirm		
Basic	5.00	per search
Advanced	5.50	per search
Premium	6.00	per search
CLEAR ID Confirm - International		
Group A Single	1.25	per search
Group A Multi	2.00	per search
Group B Single	3.00	per search
Group B Multi	5.00	per search
Group C Single	5.75	per search
Group C Multi	10.00	per search
CLEAR Risk Inform		
Basic	5.25	per search
Advanced	5.75	per search
Premium	6.25	per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00	per search
License Plate Recognition Search	1.00	per search

ii. Report Charges

AutoCheck Vehicle History Report	$14.50	per report
Individual Report	15.00	per report
Add Associates to Report	2.00	per report
Basic Report	10.00	per report
Company Report	15.00	per report
Contact Report	10.00	per report
Business Credit Report	15.00	per report
Real Property Individual Reports	5.00	per report
Real Property Comprehensive Report	10.00	per report
Real Property Deed Image/Parcel Map Report	20.00	per report
License Plate Recognition Report	2.00	per report
CLEAR Risk Inform Person/Business Report	1.00	per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	$ 0.68	per row
Public Records Phone Search	.45	per row
Reverse Phone Search	.40	per row

ii. Batch Search Charges

Person Search	$0.04 - $5.00 per result and/or input
Document Search	$0.04 - $5.00 per result and/or input
CLEAR Risk Inform	$0.40 - $5.00 per result and/or input
CLEAR ID Confirm	$0.40 - $5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	$0.20 - $5.00 per result and/or input
Company Alert	$0.40 - $5.00 per result and/or input
RTIA Alert	$0.40 - $5.00 per result and/or input

November 22, 2021

Theresa Goodness
Interim Jefferson County Clerk
300 N. Grant Street, Room 111/P.O. Box 707
Beaumont, TX

Dear Ms. Goodness,

This proposal addresses the preservation of original Architectural Courthouse Schematics (including Blueprints and Drawings) for the Jefferson County Clerk's Office. This project includes a Good Faith Estimate of 381 items.

Kofile Technologies, Inc. (Kofile) will address all of the necessary services for these assets at *its Conservation & Digitization* Lab in Dallas, TX. Recommended preservation services include conservation, deacidification (as appropriate), and mending. Schematics are housed in archival polyester sleeves for flat storage. Each item receives archival imaging services (including capture, processing, and enhancements).

At Kofile, each project is unique and deserves special attention. This project addresses the preservation, long-term management, and digital access of this collection. Preservation insures the survival of source originals for the application of future technologies.

HISTORICAL SIGNIFICANCE

This collection was donated by Raymond L. Beets, FAIA, to the Jefferson County Historical Commission in September 2021. The Letter of Donation noted the following history:

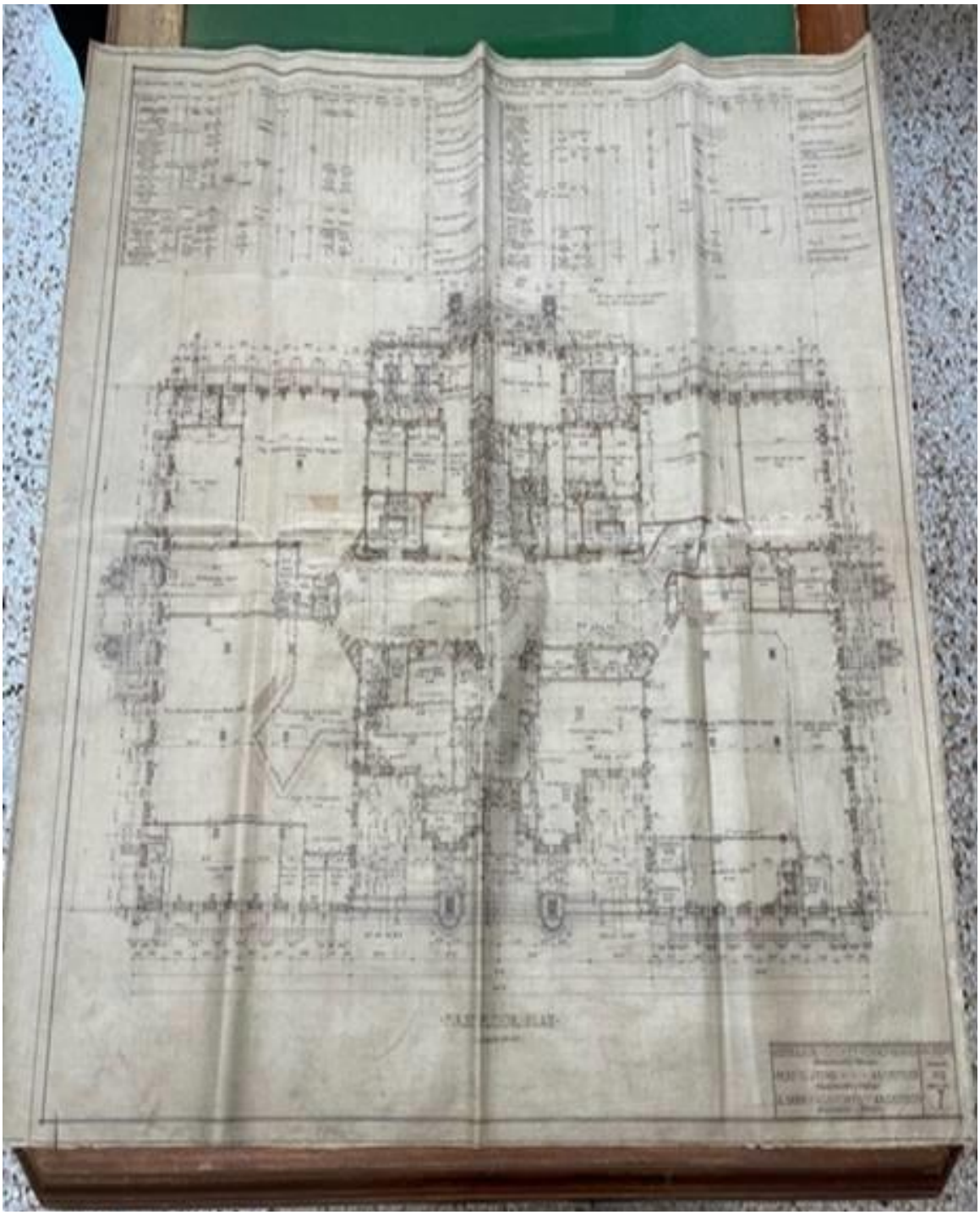
> The architectural firm Budd Beets Harden Kolflat (B2HK) was the last in a natural succession of orderly evolution of the firm that Fred Stone founded in Beaumont in 1929...becoming Stone and Pitts in 1934, and the architect of the Jefferson County Courthouse in Beaumont, circa 1930, as well as the Jefferson County Office Building in Port Arthur, circa 1935. When B2HK was acquired by Perkins+Will in 2003, I came into possession of a good number of original pencil hand drawings on tracing paper with full scale detailing of the ornamental exterior and interior stone and metal work, as well as original floor plans andbuilding elevations on sepia paper, and miscellaneous specification documents. I am delighted that the Jefferson County Historical Commission recognizes the historical importance of preserving these documents. I have enclosed the inventory of documents previously provided to you annotated to note that I have decided to keep Sheet No. 149A as a keepsake from my own career.

CONDITION ASSESSMENT

The majority of this collection is in good condition, as handling was minimized since original use. There were no observed instances of tape repairs or tears.

The collection is primarily two sets of records—including 36" x 36" Blueprint and 24" x 36" (and assorted sized) of Historical Architectural Drawings (of which are often accompanied by a 8.5"x11" Specification booklet). However, due to the various substrates, many are fragile materials and transfer papers, such as linen, sepia, and thin translucent "tissue' paper (possibly vellum). Etchings including various transfers, including graphite (pencil rubbings) or pen and ink.

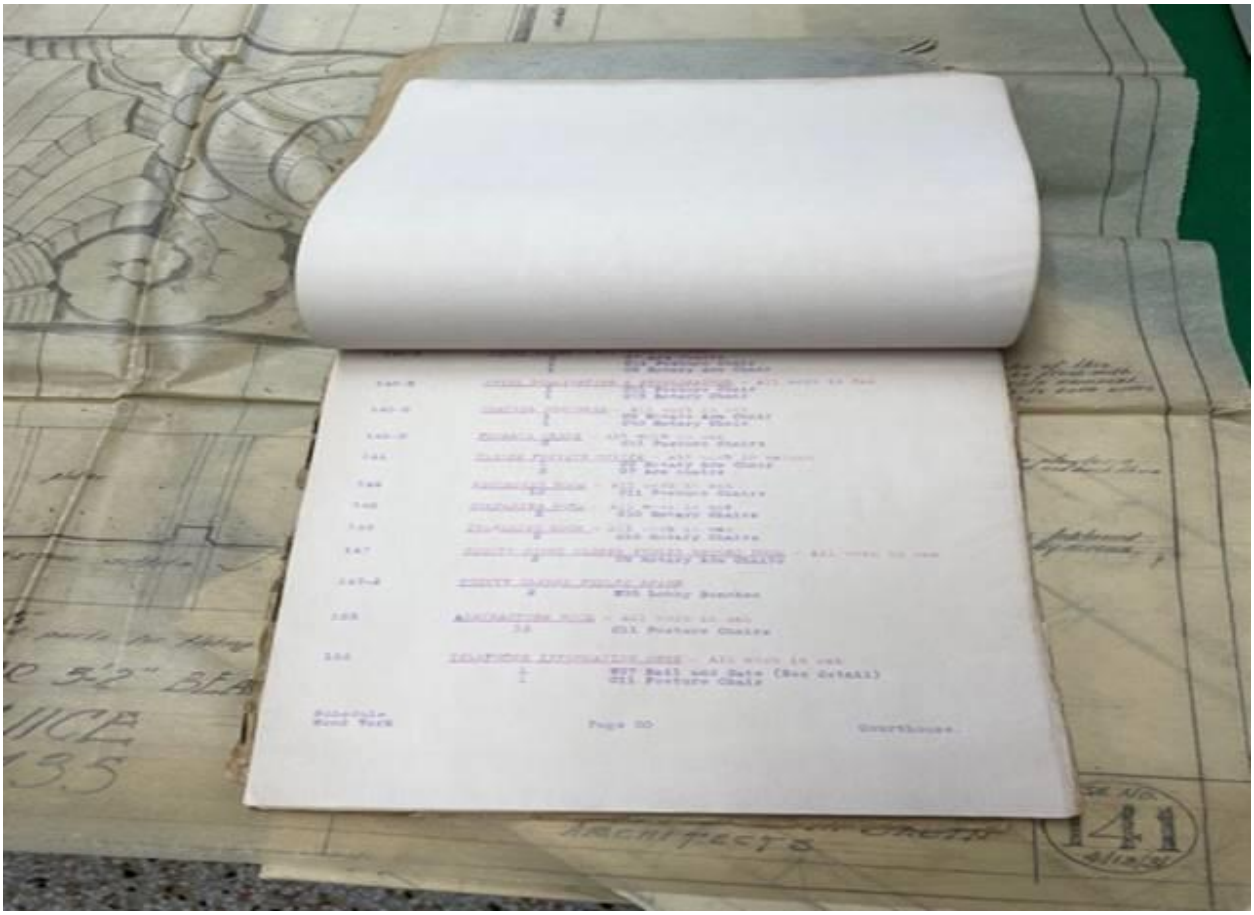
Please see the following for Photographic Documentation of this collection.

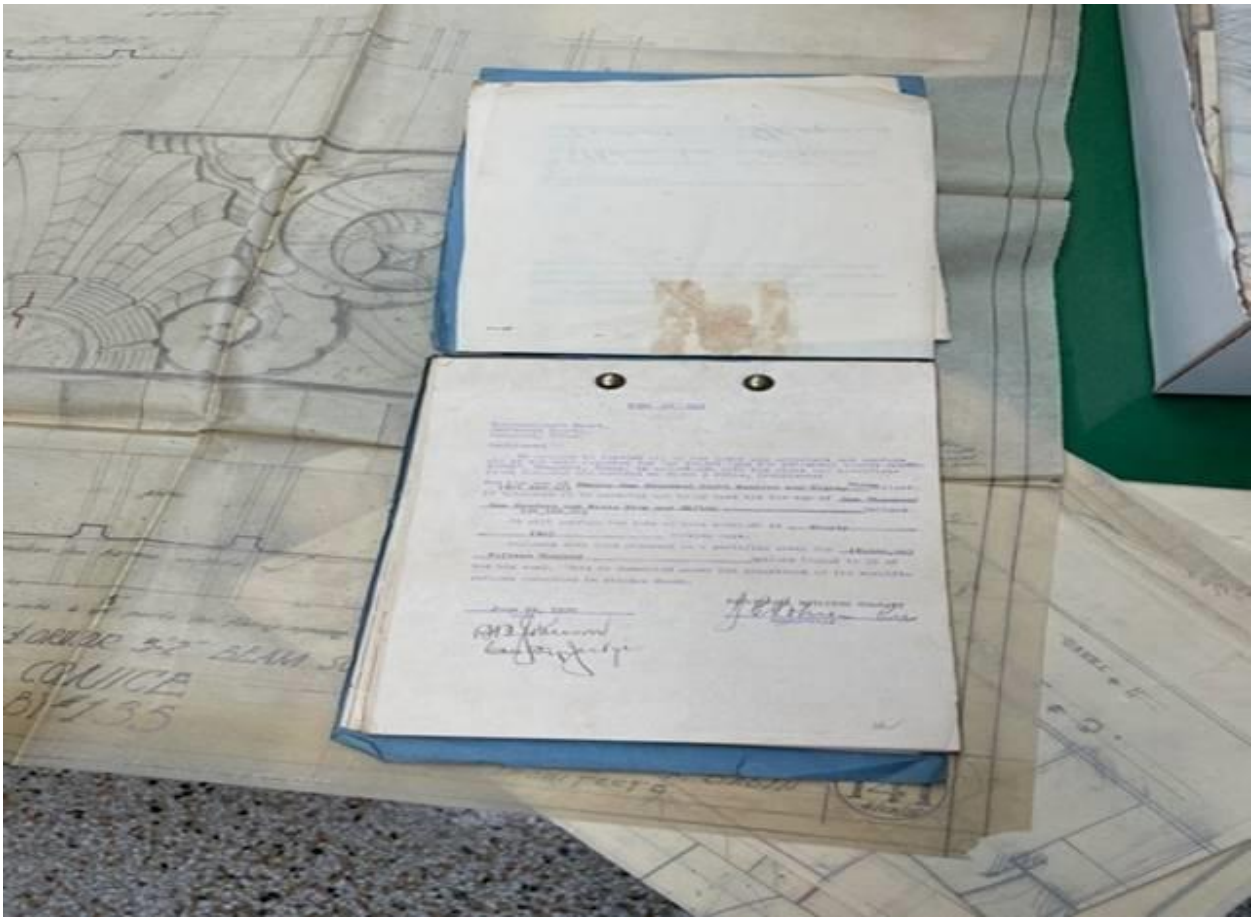




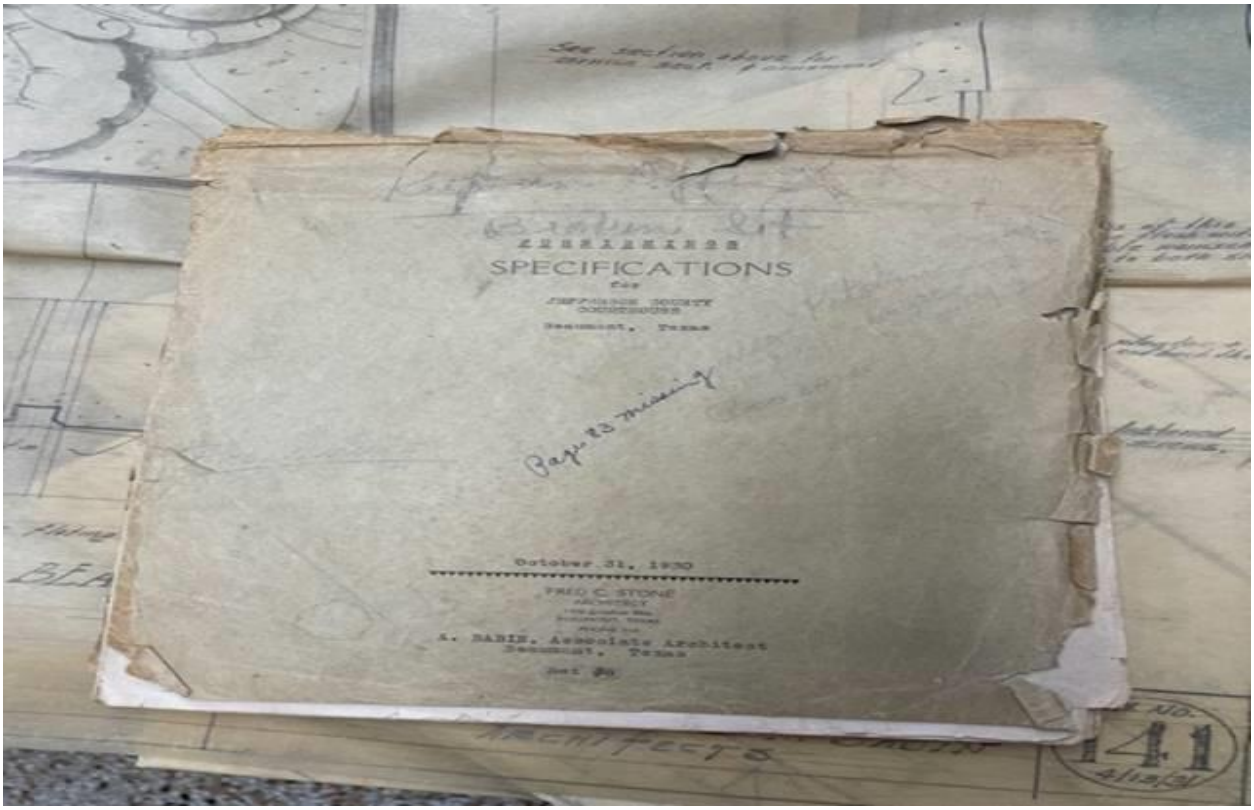








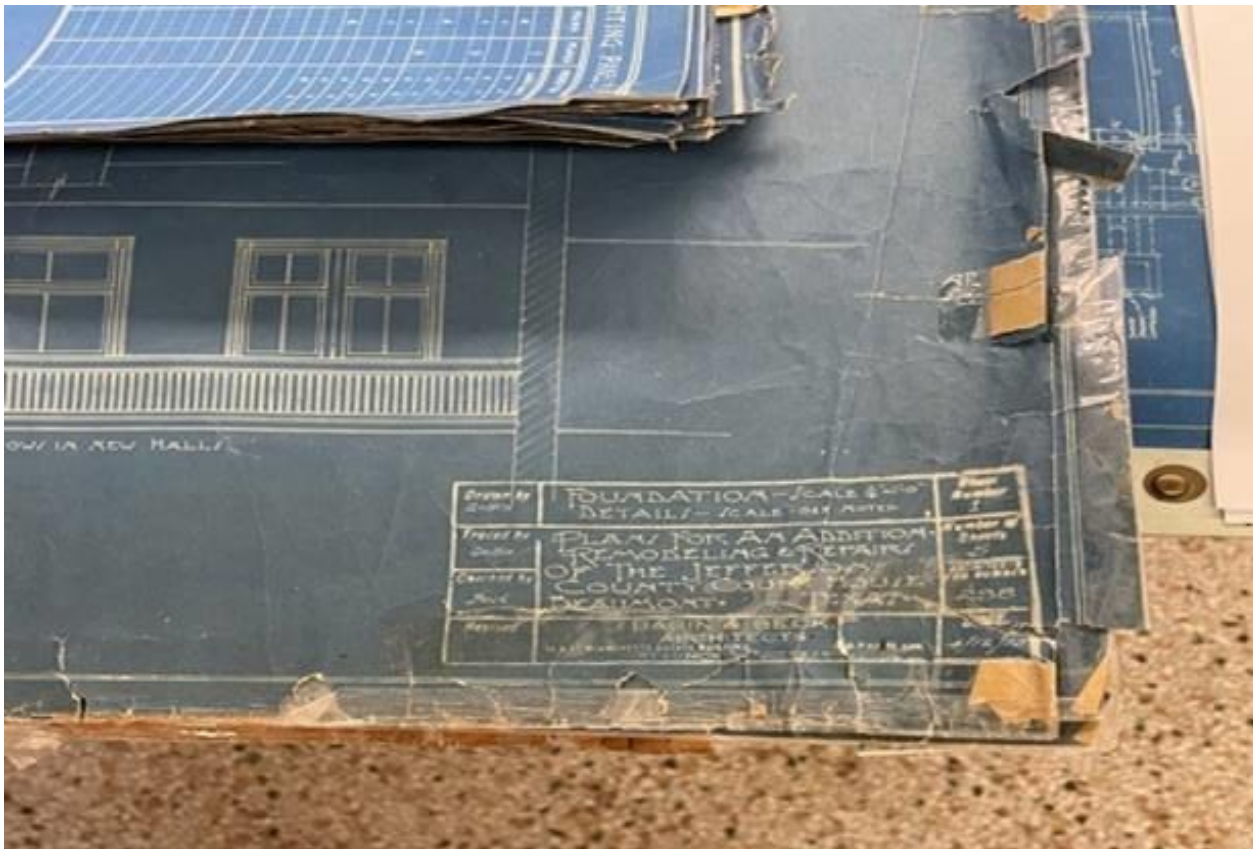

BEAUMONT
PORT ARTHUR
A MAP
OF
JEFFERSON
COUNTY
TEXAS
MEXICO

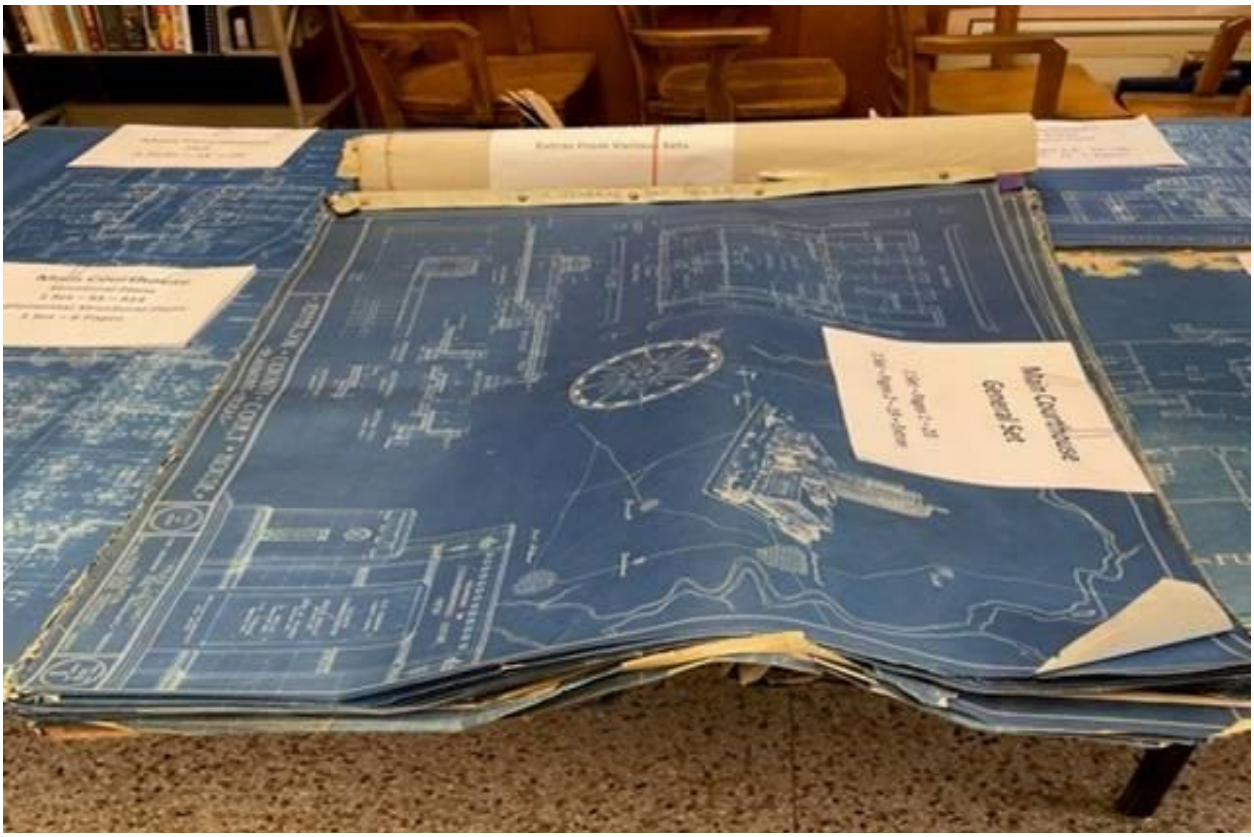

SPECIFICATIONS
October 31, 1930
141


LIBERTY COUNTY
FANNETT
HAMPSHIRE
A MAP
19 OF 31
JEFFERSON
COUNTY
TEXAS
ASSESSED VALUATION
$130,902,279.00
POPULATION
133,391


Main Courthouse
Electrical
2 Sets – E2 – E12


Main Courthouse
General Set
FURNISHINGS DRAWINGS


FOUNDATION - SCALE
DETAILS - SCALE
PLANS FOR AN ADDITION
REMODELING & REPAIRS
OF THE JEFFERSON
COUNTY COURTHOUSE
BEAUMONT
TEXAS

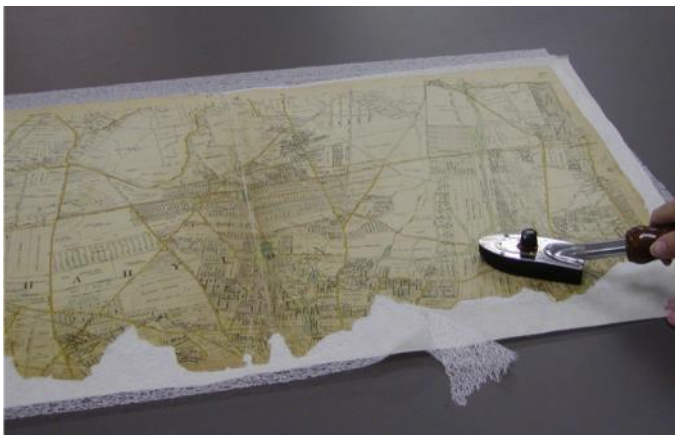

Main Courthouse
General Set

SCOPE OF SERVICES

Preservation minimizes chemical and physical deterioration to prolong the original's existence and useful life. Oftentimes, this includes preserving and removing the original from public access, and creating a security copy.

Preservation can incorporate conservation, treatment, stabilization, preventative care, or digitization—or any maintenance or repair. Kofile performs all services in accordance with the *Code of Ethics & Guidelines for Practice* of the American Institute for Conservation of Historic & Artistic Works (AIC).

General treatments and services are outlined in the following. Services are tailored to the item.



Backing a fragile and tattered plat record.

(PRV) Preservation—*Conservation Treatments, Mending, Deacidification, & Encapsulation*

- Log. Create permanent log for each item (noting condition upon receipt, size, substrate, pagination, characteristics, and treatments). Sheets are inspected and control numbered as necessary.
- Clean. Surface clean sheets to remove deposits. This includes dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants. Tools include a microspatula, dusting brush, latex sponge, powdered vinyl eraser, or block eraser.
- Conserve. Reduce non-archival repairs, pressure sensitive tapes, residual glues, or fasteners *to the extent possible without causing damage to paper and inks.* Tape stains are reduced as possible. Mounted maps are dismounted from secondary supports if the process will not cause further degradation.
- Humidify & Flatten. Flattening is mechanical, steam, or by ultrasonic humidification. Tools to 'flatten' documents include tacking irons. One flattening method uses moderate pressure drying between acid-free blotters. Monitoring eliminates ink bleeds and mold or fungus



Deacidification.



Placing a map into a Mylar enclosure for flat storage.

growth. Flattening occurs with the strictest archival environmental controls.

- Mend. Mend tears with archival, acid free, and reversible materials. Sheets are mended with either Japanese tissue and methyl cellulose adhesive, LC tissue, or Filmoplast® R (an acrylic based, heat set tissue).
- Support. If applicable, fragile maps are backed onto acid free paper with acid free and reversible archival quality adhesives. Architectural linen maps are repaired or backed with acid-free linen support.
- Stabilize. Deacidify sheets, after careful testing, with Bookkeepers® to neutralize acidic inks and paper by providing an alkaline reserve. This chemical is inert and safe, and does not degrade the sheet. Random testing ensures an 8.5 pH ± .5. *Some materials are not appropriate for deacidification, such as maps that are on architectural linen or comprised from acid-based imaging, such as blueprint and blue line.*
- Protect. Encapsulate each sheet in a 4 *mil* custom Mylar envelope. These are composed of SKC Films, Skyroll SH72S® Mylar. Pocket dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Quality Control. A final quality check references the original log.
- NOTE: The *Specifications* are bound together in an archival quality recorder binder.

(IM) Archival Digitization—Image Capture, Processing, & Enhancements

- Capture images at a minimum of 300 dpi at 256 gray levels, thus ensuring the highest quality for poor contrast and legibility. Please note that any itesm that require imaging in full color will incur additional charges.
- Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format.
- Kofile's IMAGE PERFECT software uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.
- Excess blank space around the image is cropped. This may involve manual cropping to insure the best quality image.
- When multiple images exist on a single page, images are split so that each is viewable individually.
- If requested, annotations are supported to allow electronic additions on the digital image to assist in recording keeping (e.g. Set and Page).
- Images are named (for the directory file structure). Schematics are separated into folders by appropriate name.
- Each image is certified and sight checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives a MASTER in a format appropriate to the project scope (e.g. ftp, external hard drive, thumb drive, DVD, CD).
- If requested, Kofile can hold a security copy of all digital images for safekeeping. Kofile does not sell, distribute, or grant unauthorized access to County records.



Specialized Equipment: WideTEK Scanner

These wide format duplex scanners digitize documents up to 36" in width. At a resolution of 300 dpi, the scanner needs only 2.5 seconds to scan the front and back sides of a page in a single pass.

This scanner ensures the best possible gentle document transport and digitizes historical and fragile documents without damage to the source document.

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PROJECT PRICE QUOTE

Without a signed agreement, prices are good for 90 days. Pricing is based on a Good Faith Estimate of counts. Billing occurs on actual counts per agreed upon unit pricing; not to exceed the P.O. without written authorization.

JEFFERSON COUNTY CLERK
PRESERVATION & ARCHIVAL DIGITIZATION OF HISTORICAL COURTHOUSE SCHEMATICS

RECORDS SERIES	SET & NOTES	DESCRIPTION			LEVEL OF SERVICE	PRICE QUOTE
		QTY.	FORMAT	SIZE		
General Set	1 Set – Pages 1 – 23 1 Set – Pages 2 – 19 + Extras (Preserve the best condition map)	41	Blueprint	36x36	PRV/IM	$8,966.70
Electrical	2 Sets – E2 – E12 (Make one set of the best conditioned map)	11	Blueprint	36x36	PRV/IM	$2,405.70
Furnishings	1 Set – Pages 1 – 20 1 Set – Pages 1 – 18 1 Set – Pages 1 – 15 1 Set – Pages 1 – 19 + Extra Pages (Preserve the best condition map)	72	Blueprint	36x36	PRV/IM	$15,746.40
Jail	2 Sets – J1 – J6 (Make one set of the best conditioned map)	5	Blueprint	36x36	PRV/IM	$1,093.50
Plumbing & Heating	1 Set – Pages M2 – M13	12	Blueprint	36x36	PRV/IM	$2,624.40
Rehab Work	1 Set – Pages A-3.01 – A-3.04 1 Set – Pages A200 – A206	9	Blueprint	36x36	PRV/IM	$1,968.30
Structural Plans	1 Set – S1 – S14 Supplemental Structural Plans – 1 Set – 6 Pages	20	Blueprint	36x36	PRV/IM	$4,374.00
1893 Courthouse	1 Set – Pages 1 – 5	5	Blueprint	36x36	PRV/IM	$1,093.50
County Clerk Office	Steel Equipment Plans – 1 Set – Title Sheet + Pages 1, 3 – 4	4	Blueprint	36x36	PRV/IM	$874.80
Sub-Courthouse – Port Arthur	Structural Plans - 1 Set – Pages 1-9, S1 – S6, E1, PH1, J1 + Extras	18	Blueprint	36x36	PRV/IM	$3,936.60
Historical Drawings	See Inventory Herein	106	Drawing	24x36	PRV/IM	$18,094.20
Specifications	See Inventory Herein	208	Typescript/ Manuscript	8.5x11	PRV/IM	$1,275.04
					PROJECT TOTAL	$62,453.14

COUNTY ACCEPTANCE

Signature Title of County Representative

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST:

Theresa Goodness
Interim County Clerk

Date 12/14/2021

Kofile

PROJECT INVENTORY: HISTORICAL DRAWINGS	
LINE ITEM	DRAWING TITLE
Jefferson County Courthouse - Beaumont, Texas Fred C. Stone - Architect A. Basin - Associate Architect DRAWINGS	
1	Sheet No. 7 First Floor Plan - 7/14/30
2	Sheet No. 1 Sections, Building Perspective - 7/14/30
3	Sheet No. 2 Pearl Street Elevation - 7/14/30
4	Sheet No. 168 F.S. Detail of Urn - 6/16/31
5	Sheet No. 193 Details of Metal Ceiling Over Main Entrance - 7/30/31
6	Sheet No. 191 F.S. Details of Flag Pole Bases - 7/29/31
7	Sheet No. 139 Sill Details -4/10/31
8	Sheet No. 144 F.S.D of 1/4 Ceiling Medallion 1st. Floor Public Lobby- 4/16/31
9	Sheet No.138 F.S. Detail of Ornament "P"
10	Sheet No.149.E F.S.D. Orn. Plaster Motif "W", Ct. Room 233 - 6/25/31
11	Drawing No. 166 3rd-4th-5th Floor Corridor Door Frames - 6/18/31
12	Drawing 165 Special 1st Floor Door Frames, Courts Lobby #135, Lobby #183 - 5/15/31
13	Sheet No. 137 F.S. Half Elevation Ornament "S" - 4/9/31
14	Drawing No. 149C F.S.D. Orn. Plaster Soffit Motif "Y" Ct. Rm #233 - 6/3/31
15	Sheet No. 134 F.S. Elevation of Panel "N" - 4/2/41
16	Sheet No. 199F F.S. Detail of Floor Plaque First Fl Lobby- 8/25/31
17	Sheet No. 128 Detail of Panel "K" - 3/20/31
18	Sheet No. 149D F.S.D. Of Plaster Soffit Motif "Z" Crim. Ct. Rm. #233 - 6/23/31
19	Sheet No. 149F F.S.D. Orn. Plas. Soffit Motif "W" for BMS. Rm #233 - 6/25/31
20	Sheet No. 148 F.S. Details of Beam Soffits & Rosettes for 2nd Fl. Lobbies - 5/4/31
21	Sheet No. 146 F.S.D. Plaster Oma. & Run Work in Rooms No. 209-221-225-229-236-237-273-& 279 - 4/29/31
22	Drawing No. 149C. F.S.D. of Portion of Soffit Motif "Y" in Ct. Room #233 - 6/3/31
23	Sheet No. 149B F.S.D. Orn. Plaster Motif "X" in Soffit of Ct. Room #233 - 6/1/31
24	Sheet No. 181A Detail of Door 32 - 7/27/31
25	Sheet No. 187 F.S. Detail Exterior Window Grilles for W 3 - 7/23/31
26	Sheet 186 F.S. Detail Exterior Window Grilles for Areaways #61 #64 #69 - 7/23/31
27	Sheet 188 Full Size 1/4 Elev Ext Window Grille Front Entrance Window 8 - 7/24/31
28	Sheet No. 192 F.S.D. Door and Frame Details Doors D-23 Second Floor - 7/29/31
29	Sheet No. 133 F.S. Half Elevation Panel "O" - 4/1/31
30	Sheet No. 131 F.S. Partial Elev. of Window Heads Under Panel "M", Section z-z- 3/31/31

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PROJECT INVENTORY: HISTORICAL DRAWINGS	
LINE ITEM	DRAWING TITLE
31	Sheet No. 132 F.S. Sect. Sill #7, Elev. of Sill #7, F.S. Sect. Sill #18 - 3/31/31
32	Sheet No. 142 F.S.D. Plaster Cornice & Oma. Mental Frieze - Public Lobby #182-4/4/31
33	Sheet No. 141 F.S.D Ornamental Plas. Inserts and Cornice Profile for Public Lobby #182 & Ct. Lobby# 135-4/13/31
34	Sheet No. 175 F.S.D. Of 1/2 Window Panel in Rms #242 & 267 - 7/27/31
35	Sheet No. 190 F.S.D. Marble Brackets in First Fl. Lobby at 4 Op'g's - 7/28/31
36	Sheet No. 185 Partial F.S. Elevation, Details, Section AA Basement Doors D-1- 7/27 /31
37	Sheet No. 129 F.S. Detail of Ornament "L" - 3/21/31
38	Sheet No. 172 F.S.D. Of Plaster Cornice in Court Rooms B-32 & B-41- 6/26/31
39	Sheet No. 135 F.S. Sections and Details of Ornamentation 4/3/31
40	Sheet No. F.S.D -Special Fire Hose Cabinet Details and Elevations - 7/10/31
41	Sheet No. 145 F.S.D. of Plas. Ornament & Run Plaster- Cornices for Rm. #134 - 4/18/31
42	Sheet No. 140 F.S.D. of Ornamental Plaster Ceiling for Room #155 - 4/9/31
43	Sheet No. 149 F.S. Plaster Details Criminal Ct. #233 - 5/20/31
44	Sheet No. 173 F.S.D. of 1/2 of Window Panels in Room #233 - 7/27/31
45	Sheet No. 180 F.S. Half Elevation Details of Metal Gate for Room #343 - 6/26/31
46	Sheet No.136 F.S.D. ofT.C. Overflow at 12th Floor-3/4/31
47	Sheet No. 130 F.S. Detail of Panel "M" - 3/26/31
48	Sheet No. 178 F.S. Half Elevation, Details of Metal Gates for Comm. Ct. #507 - 6/25/31
49	Sheet No. 143 F.S.D Plas. Bracket - Bm. Soffit & Facia & Run Plas. Ceiling - 1st. Fl. Pub. Lobby-4/15/31
50	Sheet No. 182 F.S, Section "A-A" Appellate Ct. Ceiling, Elevation Frieze Panel - no date
51	Sheet No. 177 F.S. Half Elevation Gate"/>:', Details of Metal Gates for Civil Ct. Rms. #242 & 267 - 6/24/31
52	Sheet No. 181 Details & Sections of Doors 22, Elevation Lobbies #119 & #221- 6/30/31
53	Sheet No. 189 F.S.D. Marble Trim in Criminal Ct. #233 - 7/24/31
54	Sheet No. 171 F.S.D. Plas. Soffit Ct. Rms. #242 & #267 - 7/6/31
55	Sheet No. 176 F.S. Half Elev., Details for Gates for Criminal Court Room #233 - 2/24/31
56	Sheet No. 184 Details of Ceiling for Courts Lobby #415 - 7/18/31
57	Sheet No. 183 F.S. Section D'-D' and Elevation of Typical Plaster Cap. - 7/16/31
58	Sheet No. 179 F.S. Half Elev., Details of Metal Gates for Appell. Ct. Rm. #409 -6/26/31
59	Sheet No. 147 F.S.D. Orn. Plaster Frieze in 2nd Floor Lobbies #243-#266 & 275 - 5/1/31
SPECIFICATIONS: Furnishings	
60	Jefferson County Courthouse - 93 pages (page 83 missing), 10/31/30

PROJECT INVENTORY: HISTORICAL DRAWINGS	
LINE ITEM	DRAWING TITLE
SPECIFICATIONS: Jail Equipment	
61	Jefferson County Courthouse - 39 pages. Bulletin #1- 7 pages, 10/31, 1930
Jefferson County Office Building, Port Arthur, Texas' Stone & Pitts Architects DRAWINGS	
62	Sheet No. 12 Half of Model # 5 - no date
63	Sheet No. 4 Project Sign - no date
64	Sheet No. _ Model # 3 - no date
65	Sheet No. 8 Corner Stone - no date
66	Sheet No. 13 Model # 6 - no date
67	Sheet No. 14 Model # 7 - no date
68	Sheet No. 10 Model # 2 - no date
69	Sheet No. 11 Model # 4 - no date
70	Sheet No. F.1 Counter Screen Details - 3/13/36
71	Sheet No. P-1 Reflected Ceiling Plan Main Lobby# 110 - no date
72	Sheet No. P-2 Ceiling Mould Details Main Lobby# 110 - no date
73	Sheet No. P-4 Run Cornice Details - no date
74	Sheet No. 4 Profile Thru Stone Pilaster and Cap - no date
75	Sheet No. P-3 Plaster Model Details - no date
Roy Wignall, Port Aurthur/ Fred C. Stone, Beaumont, Associated Architects DRAWINGS	
76	Drawing No. 4 Second Floor Plan - 2/15/34, Rev. 2/20/35
77	Drawing No. 2 Building Elevations and Cross Sections - 2/15/34, Rev. 2/20/35
78	Drawing No. S5 First Floor Plan/Structural
79	Drawing No. S4 Second Floor Plan Structural - 2/15/34, Rev. 2/20/35
80	Drawing No. S1 Structural Piling Layout Plan - 2/15/34, Rev. 2/20/35
81	Drawing No. S2 Structural Foundation Plan - 2/15/34, Rev. 2/20/35
82	Drawing No. El Electrical Second Floor and Riser Diagram - 2/15/34, Rev. 2/20/35
83	Drawing No. 11 Door Details and Schedule - 2/15/34, Rev. 2/20/35
84	Drawing No.10 Plan and Elevations of J.P. Court Rm. 209 -2/15/34, Rev. 2/20/35
85	Drawing No. 8 Typical Window Details - 2/15/34, Rev. 2/20/35
86	Drawing No. 7 Typical Detail of Entrances in East Elevation - 2/15/34, Rev. 2/20/35
87	Drawing No. 9 Stair Sections, Elevations, Ceiling Plans - 2/15/34, Rev. 2/20/35

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PROJECT INVENTORY: HISTORICAL DRAWINGS	
LINE ITEM	DRAWING TITLE
SPECIFICATIONS: Jail Equipment	
88	Drawing No. 6 Attic, Roof and Penthouse Plans - 2/15/34, Rev. 2/20/35
89	Drawing No. J-1 Jail Plan and Equipment - 2/15/35, Rev. 2/20/35
90	Drawing No. S5 Jail Floor Plan Structural - 2/15/34, Rev. 2/20/35
91	Drawing No. S6 Attic, Penthouse and Roof Plan Structural - 2/15/34, Rev. 2/20/35
92	Drawing #5 F.S. Sections, Elevation - No date
93	Drawing #2 F.S. Section Thru Jail Window Head - No date
94	Sheet No.6 F.S. Sill Detail - No date
95	Sheet No. 1 Interior Elevations, Details, Profile of Fluting in Plas Spandrels - 10/21/36
96	Drawing No. 3 First Floor Plan - 2/15/34, Rev. 2/20/35
97	Drawing No. 5 Jail Floor Plan - 2/15/34, Rev 2/20/35
98	Drawing F-5 Furniture Items - 2/15/34
99	Drawing F-6 Furniture Items - 2/15/34
100	Drawing F-3 Furniture Items - 2/15/34
101	Drawing F-4 Furniture Items - 2/15/34
102	Drawing F-2 Second Floor Furniture Plan - 2/15/35
103	Drawing F-1 First Floor Furniture Plan - 2/15/34
104	Drawing PHI Plumbing and Heating Plans and Riser Diagram - 2/15/34
105	Graphic "Erected A.D. 1935"- no date
106	Drawing Typical. Marble Stools - no date
107	Sheet No. 3 Cornice Details - no date
108	Sheet titled Half Full Size Model #1 - no date
SPECIFICATIONS	
109	For An Insane Ward, Contract Set #14 (64 Pages)
110	Form of Bid (6 pages) 6/24/36
111	Standard Form of Agreement Between Contractor and Owner (5 pages) 6/24/36
112	Stone & Pitts Architects

ACCESSIBILITY OF RECORDS

Records held at Kofile are viewed as private and confidential and treated as such. Jefferson County is guaranteed access to records via email or toll-free fax at Kofile's expense. Upon receipt of a records request, Kofile flags the requested record and verifies inventory control, pulls supporting paperwork, and emails/faxes a response to the approved requester or alternate. The turnaround time meets or exceeds the County's requirements.

OWNERSHIP OF DATA

Please note that all records (including volumes, documents, digital images, metadata, or microfilm) serviced by Kofile shall remain the property of the County. This policy is applicable to any agreement, verbal or written, between Jefferson County and Kofile.

- The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and the County. Records are not disclosed, sold, assigned, leased, or otherwise provided to third parties. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.

CONCLUSION

Please let me know if you have any questions. Kofile looks forward to serving Jefferson County once again, and working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

William 'Billy' Gerwick
Account Executive
billy.gerwick@kofile.com
832.373.9124

sgr

LEASE AGREEMENT

THE STATE OF TEXAS	§	**Brenda Casimiro**
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County,** a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Brenda Casimiro**, hereinafter referred to as "Lessee."

Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **11248 Kenner Road, Beaumont TX, 77705, Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300**

The Lease amount shall be **$50.00 for five years** ($10.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Leasee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "**AS IS.**"

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Brenda Casimiro, 11254 Kenner Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on DEC. 14, 2021.

JEFF R. BRANICK, COUNTY JUDGE

BRENDA CASIMIRO, LEESEE

Attest:

Theresa Goodness, Interim County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11248 Kenner Road, Beaumont TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **11248 KENNER ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **BRENDA CASIMIRO**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Brenda Casimiro
Signature

11/29/21
Date

Brenda Casimiro
Printed Name

11254 Kenner Rd Beaumont TX, 77705
Address

(903)239-4850
Telephone Number

Engineering Department
Transfer of Full-Time Employee and Category Re-Classification

Due to recent retirements, the Engineering Department would like to restructure roles and responsibilities for two positions:

Transfer of full-time position to the GIS Department: Our full time Secretary has been promoted to the office manager position to fill the vacant Office Manager position, left vacant from a retirement. In the effort to be more streamlined and efficient, the former full-time position of Secretary will not be filled. The Engineering Department would like the opportunity to transfer this full-time position to the GIS department and reclassify the current part-time position, currently occupied by Russell Wright, to full-time.

This request will allow the GIS Department to catch up and keep up with a quickly growing list of work which needs to be done. The department has been fully operational for just over a month and has been able to significantly boost productivity and product output; however, the work to be done still outweighs the hours available to the part-time position. Russell Wright has proven himself to be an incredible asset to the department and to the County many times in a very short time. Both the Engineering and GIS Department strongly believe this reclassification will greatly benefit the County and the Citizens of Jefferson County.

To accomplish this effort, partial funds from the old Secretary position's (11311 grade 38, $45,060) salary and the accompanying fringe benefit's money would be transferred to the GIS Department. This additional money along with the current budgeted part time pay would allow a budget of $67,918 for the proposed GIS position (7126 grade 62).

Engineering Category Re-Classification: A portion of the remaining funds from the Secretary's salary, will be moved to allow the Engineering Specialist position, left by Mike Fuselier who also retired (7113 Grade 62) with a budget of $70.280, to be re-classified to a Senior Engineering Specialist (7116 Grade 67) with a budget of $78,000. The intention for this modification is to hire an individual to be a full time *Flood Plain Manager and a Commercial Construction Specialist*. This modification will provide efficiency and a cost saving for the county and would put this position's duties and pay in-line with the other local counties/entities.

As noted in the information provided by Auditing (see Attachment A), the two changes presented above would result in a net in an annual savings of about $12,000 including fringes.

The Engineering department respectfully requests your consideration of these staffing modifications.

Thank you
Michelle Falgout, P.E.
County Engineer

Attachment A
Modification Summary

Consider and approve FY 2022 budget amendment - GIS - transfer position from Engineering and reclassify				
115-0515-431-1002	Assistants & Clerks		54,859	
115-0515-431-1005	Extra Help			32,990
115-0515-431-2001	FICA		1,673	
115-0515-431-2002	Employees' Retirement		4,429	
115-0515-431-2003	Employees' Insurance		5,947	
115-0501-431-1002	Assistants & Clerks			21,869
115-0501-431-2001	FICA			1,673
115-0501-431-2002	Employees' Retirement			4,429
115-0501-431-2003	Employees' Insurance			5,947

Engineering Department
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Thank you
Michelle Falgout, P.E.
County Engineer

Attachment A
Modification Summary

Consider and approve FY 2022 budget amendment - GIS - transfer position from Engineering and reclassify				
115-0515-431-1002	Assistants & Clerks		54,859	
115-0515-431-1005	Extra Help			32,990
115-0515-431-2001	FICA		1,673	
115-0515-431-2002	Employees' Retirement		4,429	
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115-0501-431-2001	FICA			1,673
115-0501-431-2002	Employees' Retirement			4,429
115-0501-431-2003	Employees' Insurance			5,947

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward J. Cockrell, Sr.,
Chief Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Fran Lee
Auditor's Office

From: Edward J. Cockrell, Sr
Chief Juvenile Probation Officer

Date: November 29, 2021

Re: Downgrading a Lead Supervision Officer Position

I am requesting the following:

Consider and approve downgrade of a Lead Juvenile Supervision Officer position (2213 grade 50) budgeted at $54,251 to a Juvenile Supervision Officer position (2211 grade 42) budgeted at $46,232. The net change will result in an annual savings of about $10,000 including fringes.

- This request is due to the detention staff schedule changing to three staffing shifts as opposed to four staffing shifts. Each shift will have one LJSO instead of one shift having two LJSO's.

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)(
)(AMENDMENT NO. 1 TO CONTRACT NO. CA-0000977
COUNTY OF TRAVIS)(

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

In accordance with the terms of the above referenced contract executed January 22, 2021, TPWD hereby amends the project entitled, "Mesquite Point Public Boat Ramp" as follows:

Section IX, TERM OF CONTRACT, is amended to extend the contract by 12 (twelve) months. The new contract termination date is December 31, 2022.

The total reimbursable contract amount remains and shall not exceed **$ 535,000 (Five hundred thirty-five thousand dollars).** Pursuant to Section IV. CONTRACT AMOUNT, **budgeted monies not spent in Fiscal Year (FY) 2021 are eligible to be rolled over to FY 2022-2023.**

Section X, DEFINITIONS, is updated as follows:

I. **UGMS** means Uniform Grant Management Standards. (https://www.comptroller.texas.gov/purchasing/docs/ugms.pdf). **UGMS is defined to include its successor guidance, Texas Grant Management Standards (TxGMS), the terms of which shall control for purposes of this agreement effective January 1, 2022**: https://comptroller.texas.gov/purchasing/grant-management/

Section XI, GENERAL TERMS AND CONDITIONS, is amended as follows:

New terms are included below:

Domestic Preferences for Procurement: As stated in 2 CFR § 200.322, and as appropriate and to the extent consistent with law, the Performing Agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Prohibition on certain telecommunications and video surveillance services or equipment: If applicable, pursuant to 2 CFR § 200.216, the Performing Agency and subrecipients are prohibited from obligating or expending funds to procure or obtain equipment, services, or systems (including telecommunications or video surveillance equipment or services) that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or, an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country (including any subsidiary or affiliate of such entities). (See also 2 CFR 200.471 and Public Law 115-232, section 889).

The below clause is replaced in its entirety:

Termination for Default: As allowed by applicable law, TPWD or the Federal awarding agency may, by written notice of default to the Performing Agency, terminate this Contract, in whole or in part, for cause if the Performing Agency fails to perform in full compliance with the contract requirements, through no fault of TPWD, or, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities. TPWD will provide a thirty (30) day written notice of termination to the Performing Agency

of intent to terminate, and TPWD will provide the Performing Agency with an opportunity for cure with TPWD prior to termination. See also 2 CFR § 200.340.

Attachment A, Proposal and Budget, Section L. (Deliverables), is updated to include the following new reporting and project completion dates for Calendar Year 2022:

- Interim Performance Report to TPWD 03-15-**2022**
- Interim Performance Report to TPWD 06-15-**2022**
- Interim Performance Report to TPWD 09-30-**2022**
- Complete Construction 10-31-**2022**
- Final Inspection by TPWD 10-31-**2022**
- Final Performance Report to TPWD 12-15-**2022**

This Amendment shall become effective **upon signature of both parties**. All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY	PERFORMING AGENCY
TEXAS PARKS AND WILDLIFE DEPARTMENT	JEFFERSON COUNTY
By: _____	By: _____
Clayton Wolf Chief Operating Officer	Authorized Signature
Date: _____	Date: _____
DUNS: 806782256	DUNS: 847205713

Fran Lee

From: Patrick Swain <pswain@co.jefferson.tx.us>
Sent: Friday, December 3, 2021 4:29 PM
To: flee; Rhonda Brode
Subject: FW: Recapture Notice to Grantees for the Emergency Rental Assistance Program

Importance: High

FYI

Patrick Swain

From: Colleen Halliburton <challiburton@setrpc.org>
Sent: Friday, December 3, 2021 4:23 PM
To: Patrick Swain <pswain@co.jefferson.tx.us>
Cc: Shanna Burke <sburke@setrpc.org>; Jim Borel <jborel@setrpc.org>; Jeff King <jking@setrpc.org>; Sara Torres-Garcia <sgarcia@setrpc.org>; Stephanie Robertson <srobertson@setrpc.org>
Subject: FW: Recapture Notice to Grantees for the Emergency Rental Assistance Program
Importance: High

This round, the County needs to send back $315,039.50 of ERA1 funds.

From: EmergencyRentalAssistance@treasury.gov <emergencyrentalassistance@treasury.gov>
Sent: Friday, December 3, 2021 4:04 PM
To: pswain@co.jefferson.tx.us; Colleen Halliburton <challiburton@setrpc.org>
Cc: CAREsITFORMS@TREASURY.GOV
Subject: Recapture Notice to Grantees for the Emergency Rental Assistance Program

ERA-2101123407

Dear ERA1 Recipient:

The U.S. Department of the Treasury ("Treasury") issued Reallocation Guidance for the ERA1 program on October 4, 2021. This guidance provides for Treasury's identification and recapture of excess funds from grantees who reported expenditure ratios below 30% as of September 30, 2021. Treasury has previously communicated several mitigation options for avoiding, or significantly reducing, the recapture of excess funds on this basis.

313

You are receiving this letter because Treasury's First Assessment under the Reallocation Guidance indicates your ERA1 award includes excess funds. After recognizing the applicable mitigation options, Treasury has determined the following amount is now subject to recapture: $315,039.50.

You must remit funds in this amount to Treasury within 10 days of the date of this letter. Please follow the instructions in the Appendix to submit the excess funds identified above to Treasury. Note that the funds may be returned by either Fedwire or ACH.

Future ERA1 expenditure ratio calculations will be computed as follows:

Total Expenditure of ERA1 Funds on Assistance to Eligible Households

ERA1 Award Amount – Returned Excess Funds – 10% of Initial ERA1 Award for Administrative Expenses

In accordance with the ERA1 Award Terms previously accepted by you in connection with your ERA1 award, if you fail to repay the excess funds identified above to Treasury such funds shall constitute a debt to the federal government. If such funds are not promptly paid to Treasury within 10 days or other satisfactory arrangements for payment are not made, the debt will become delinquent and interest, penalties, and administrative charges shall be charged on such delinquent debt in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will also refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services. Please refer to paragraph 11 of your ERA1 Award Terms for additional information.

Please note that Treasury will not recapture funds that a grantee has obligated as defined in the Reallocation Guidance. Treasury may also reduce or not make an excess funds determination if Treasury determines that the amount of excess funds was the result of exigent circumstances, such as a natural disaster. If you believe this impacts your excess funds determination, you must notify Treasury within 10 days of the date of this letter.

If you have any questions concerning the requirements of this letter or Treasury's reallocation policy in general, please contact us by email at emergencyrentalassistance@treasury.gov with "ERA-XXXXXXXXXX - Excess Funds Determination Query" in the subject line.

Sincerely,

U.S. Department of the Treasury

Appendix

U.S. Department of the Treasury

ACH Credit Instructions

Please provide the following instructions to your Financial Institution for the remittance of Automated Clearing House (ACH) credits to the U.S. Department of the Treasury.

NACHA Record Type Code	NACHA Field	NACHA Data Element Name	Required Information
5	3	Company Name	**(enter the name of the payor)**
5	6	Standard Entry Class Code	**CCD**
5	9	Effective Entry Date	**(enter intended settlement date)**
6	2	Transaction Code*	**22**
6	3 & 4	Receiving DFI Identification (ABA routing #)	**051036706**
6	5	DFI Account Number	**820010001000**
6	6	Amount	**(enter payment amount)**
6	8	Receiving Company Name	**U.S. Department of the Treasury**

*ACH debit reversals are not permitted to this ABA routing number. All debit reversals received will be automatically returned.

Department of the Treasury

FEDWIRE INSTRUCTIONS

Please provide the following instructions to your Financial Institution for the remittance of Fedwire payments to the Department of the Treasury.

Fedwire Field Tag	Fedwire Field Name	Required Information
{1510}	Type/Subtype	**1000**
{2000}	Amount	*(enter payment amount)*
{3400}	Receiver ABA routing number *	**021030004**
{3400}	Receiver ABA short name	**TREAS NYC**
{3600}	Business Function Code	**CTR**
{4200}	Beneficiary Identifier (account number)	**820010001000**
{4200}	Beneficiary Name	**DEPARTMENT OF THE TREASURY**
{5000}	Originator	*(enter the name of the originator of the payment)*
{6000}	Originator to Beneficiary Information – Line 1	*(enter information to identify the purpose of the payment)*
{6000}	Originator to Beneficiary Information – Line 2	*(enter information to identify the purpose of the payment)*
{6000}	Originator to Beneficiary Information – Line 3	*(enter information to identify the purpose of the payment)*
{6000}	Originator to Beneficiary Information – Line 4	*(enter information to identify the purpose of the payment)*

Please reference the invoice number.

* The financial institution address for Treasury's routing number is 33 Liberty Street, New York, NY 10045.

315

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	52.50	489835	
CHAPMAN VENDING	301.39	489882	
			353.89**
ROAD & BRIDGE PCT.#1			
FUNCTION 4 LLC	31.00	489844	
			31.00**
ROAD & BRIDGE PCT.#2			
AUDILET TRACTOR SALES	184.35	489622	
CITY OF NEDERLAND	70.95	489630	
DYNAMIC POWER SYSTEM, INC.	12.84	489635	
ENTERGY	504.39	489647	
MUNRO'S	20.00	489663	
SETZER HARDWARE, INC.	140.80	489682	
FUNCTION 4 LLC	31.00	489844	
			964.33**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	193.04	489639	
ENTERGY	295.64	489647	
MUNRO'S	33.15	489663	
TRI-CITY FASTENER & SUPPLY	134.80	489703	
W. JEFFERSON COUNTY M.W.D.	88.12	489707	
SOUTHERN TIRE MART, LLC	680.16	489710	
LOWE'S HOME CENTERS, INC.	515.20	489749	
TEXAS GAS SERVICE	148.70	489755	
WINDSTREAM	43.48	489768	
INTERSTATE ALL BATTERY CENTER - BMT	273.90	489780	
SPELL NURSERY	213.25	489800	
ON TIME TIRE	191.00	489802	
FUNCTION 4 LLC	62.00	489844	
			2,872.44**
ROAD & BRIDGE PCT.#4			
AUDILET TRACTOR SALES	38.10	489622	
ENTERGY	17.65	489647	
T. JOHNSON INDUSTRIES, INC.	590.67	489655	
M&D SUPPLY	236.18	489656	
MUNRO'S	179.67	489663	
OVERHEAD DOOR CO.	23.12	489668	
SMART'S TRUCK & TRAILER, INC.	261.39	489684	
SOUTHEAST TEXAS WATER	12.95	489687	
SOUTHEAST TEXAS WATER	34.00	489689	
W. JEFFERSON COUNTY M.W.D.	239.87	489707	
EVERETT D ALFRED	37.50	489753	
JEFFERSON COUNTY CREDIT CARDS	47.97	489790	
NORTHERN TOOL AND EQUIPMENT	164.57	489799	
ON TIME TIRE	95.00	489802	
ASCO	260.70	489812	
FAUST ENGINEERING & SURVEYING INC	800.00	489815	
MARTIN MARIETTA MATERIALS	310.42	489833	
FUNCTION 4 LLC	52.00	489844	
O'REILLY AUTO PARTS	28.64	489857	
GULF COAST	131.45	489864	
			3,561.85**
ENGINEERING FUND			
VERIZON WIRELESS	108.43	489733	
UNITED STATES POSTAL SERVICE	11.12	489740	
CANON SOLUTIONS AMERICA INC	140.00	489811	
FUNCTION 4 LLC	62.00	489844	
			321.55**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	2,196.00	489615	
CITY OF PORT ARTHUR - WATER DEPT.	54.05	489629	
ENTERGY	41.72	489647	
AT&T	30.57	489696	
W. JEFFERSON COUNTY M.W.D.	55.34	489707	
BRAUD VAUGHN & WILLIAMSON INSURANCE	3,082.69	489763	
			5,460.37**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	525.78	489650	
OFFICE DEPOT	928.54	489667	
ACE IMAGEWEAR	38.61	489683	
SOUTHEAST TEXAS WATER	347.00	489688	
AT&T	115.83	489696	
UNITED STATES POSTAL SERVICE	916.06	489740	
WORLD DATA CORPORATION	300.00	489821	
PURCHASE POWER	3,644.79	489837	
FUNCTION 4 LLC	155.00	489844	
PEREGRINE SERVICES INC	21,705.39	489850	
			28,677.00*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	680.00	489661	
PINNACLE EMPLOYEE TESTING	90.00	489672	
PRE CHECK, INC.	235.25	489719	
UNITED STATES POSTAL SERVICE	21.41	489740	
SIERRA SPRING WATER CO. - BT	130.10	489745	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	676.00	489836	
FUNCTION 4 LLC	31.00	489844	
			1,863.76*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	29.95	489690	
UNITED STATES POSTAL SERVICE	.92	489740	
FUNCTION 4 LLC	31.00	489844	
			61.87*
COUNTY CLERK			
OFFICE DEPOT	12.07	489667	
UNITED STATES POSTAL SERVICE	181.56	489740	
THOMSON REUTERS-WEST	74.00	489814	
FUNCTION 4 LLC	93.00	489844	
			360.63*
COUNTY JUDGE			
CAYLA CALAMIA	800.00	489626	
LINDA F PATTERSON	1,395.00	489669	
UNITED STATES POSTAL SERVICE	.93	489740	
THE YOES LAW FIRM, LLP	500.00	489762	
LEXISNEXIS- ACCURINT	96.54	489782	
JERRY JOHN BRAGG	500.00	489783	
FUNCTION 4 LLC	31.00	489844	
BRADLEY LAW FIRM	500.00	489877	
			3,823.47*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	14.16	489740	
FUNCTION 4 LLC	31.00	489844	
			45.16*
COUNTY TREASURER			
FED EX	40.76	489643	
OFFICE DEPOT	134.30	489667	
UNITED STATES POSTAL SERVICE	140.28	489740	
FUNCTION 4 LLC	62.00	489844	
			377.34*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	489844	
			350.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	3.84	489740	
JEFFERSON COUNTY CREDIT CARDS	375.00	489790	
FUNCTION 4 LLC	31.00	489844	
			409.84*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	489616	
JEFFERSON CTY. APPRAISAL DISTRICT	238,390.53	489653	
CASH ADVANCE ACCOUNT	25.00	489654	
TIME WARNER COMMUNICATIONS	2,442.76	489698	

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	489700	
INTERFACE EAP	1,329.75	489709	
ADVANCED STAFFING	58.50	489711	
VERIZON WIRELESS	265.95	489735	
JEFFERSON COUNTY CREDIT CARDS	66.00	489790	
SAM'S CLUB DIRECT	88.81	489804	
HERC RENTALS INC	2,325.00	489839	
FIBERLIGHT LLC	1,998.75	489873	
			249,716.05*
DATA PROCESSING			
OFFICE DEPOT	54.92	489667	
JEFFERSON COUNTY CREDIT CARDS	431.92	489790	
FAITH TECHNOLOGIES INC	5,459.00	489829	
FUNCTION 4 LLC	31.00	489844	
			5,976.84*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	131.43	489740	
FUNCTION 4 LLC	31.00	489844	
			162.43*
ELECTIONS DEPARTMENT			
FUNCTION 4 LLC	31.00	489844	
ZION HILL MISSIONARY BAPTIST CHURCH	500.00	489867	
			531.00*
DISTRICT ATTORNEY			
FED EX	14.57	489642	
NELL MCCALLUM & ASSOC., INC.	212.47	489659	
JOHN NELSON	350.00	489664	
TEXAS DISTRICT & COUNTY ATTY ASSN.	310.00	489701	
UNITED STATES POSTAL SERVICE	49.43	489740	
MCM ELEGANTE HOTEL	319.68	489764	
TRANSUNION RISK AND ALTERNATIVE	169.00	489827	
MATT TURNER	43.90	489838	
FUNCTION 4 LLC	155.00	489844	
			1,624.05*
DISTRICT CLERK			
TAC - TEXAS ASSN. OF COUNTIES	125.00	489697	
UNITED STATES POSTAL SERVICE	409.31	489740	
JEFFERSON COUNTY CREDIT CARDS	389.85	489790	
FUNCTION 4 LLC	31.00	489844	
			955.16*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	489619	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,193.75	489624	
THOMAS J. BURBANK PC	1,550.00	489625	
DONALD W. DUESLER & ASSOC.	8,750.00	489634	
MARSHA NORMAND	8,750.00	489665	
OFFICE DEPOT	96.04	489667	
WENDELL RADFORD	1,962.50	489673	
KEVIN PAULA SEKALY PC	8,750.00	489681	
BRUCE N. SMITH	11,082.50	489685	
UNITED STATES POSTAL SERVICE	31.54	489740	
JOEL WEBB VAZQUEZ	800.00	489757	
JASON ROBERT NICKS	900.00	489784	
JEFFERSON COUNTY CREDIT CARDS	2.54	489790	
ALEX BILL III	800.00	489795	
WILLIAM MARCUS WILKERSON	3,300.00	489806	
TURK LAW FIRM	900.00	489808	
FUNCTION 4 LLC	62.00	489844	
THE SAMUEL FIRM, PLLC	800.00	489862	
			59,475.79*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.38	489740	
FUNCTION 4 LLC	31.00	489844	
			32.38*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	489844	
JOHN COSELLI	798.16	489855	
			829.16*
136TH DISTRICT COURT			
TEXAS COURT REPORTERS ASSOCIATION	165.00	489702	
TERI DAIGLE, CSR, RPR	523.16	489716	
LEXIS-NEXIS	80.00	489742	
NCRA MEMBERSHIP RENEWAL	300.00	489801	
INSIGHT PUBLIC SECTOR INC	350.26	489823	
FUNCTION 4 LLC	31.00	489844	
			1,449.42*
172ND DISTRICT COURT			
LEXIS-NEXIS	80.00	489743	
JEFFERSON COUNTY CREDIT CARDS	168.29	489790	
NCRA MEMBERSHIP RENEWAL	300.00	489801	
FUNCTION 4 LLC	31.00	489844	
			579.29*
252ND DISTRICT COURT			
OFFICE DEPOT	171.73	489667	
MIKE VAN ZANDT	8,750.00	489704	
CHARLES ROJAS	8,750.00	489715	
UNITED STATES POSTAL SERVICE	.53	489740	
LANGSTON ADAMS	800.00	489751	
SUMMER TANNER	3,904.25	489770	
ALLEN PARKER	8,750.00	489785	
DUSTIN R. GALMOR	3,600.00	489793	
ALEX BILL III	800.00	489795	
BRITTANIE HOLMES	8,750.00	489805	
M.K. HAMZA, PHD, P.A.	1,200.00	489807	
STEVEN GREENE	841.45	489818	
FUNCTION 4 LLC	62.00	489844	
THE SAMUEL FIRM, PLLC	6,000.00	489862	
			52,379.96*
279TH DISTRICT COURT			
PHILLIP DOWDEN	880.00	489621	
LAIRON DOWDEN, JR.	325.00	489633	
LEXIS-NEXIS	80.00	489741	
JOEL WEBB VAZQUEZ	110.00	489758	
LINDSAY LAW FIRM, PLLC	110.00	489794	
BRITTANIE HOLMES	440.00	489805	
WILLIAM FORD DISHMAN	1,540.00	489819	
MELANIE AIREY	715.00	489828	
FUNCTION 4 LLC	31.00	489844	
SHELANDER LAW OFFICE	165.00	489883	
			4,396.00*
317TH DISTRICT COURT			
CHARLES ROJAS	350.00	489715	
GLEN M. CROCKER	2,000.00	489746	
TONYA CONNELL TOUPS	900.00	489773	
WILLIAM FORD DISHMAN	1,650.00	489819	
MATUSKA LAW FIRM	600.00	489822	
FUNCTION 4 LLC	31.00	489844	
			5,531.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	31.32	489740	
LEXISNEXIS- ACCURINT	96.54	489782	
FUNCTION 4 LLC	31.00	489844	
			158.86*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	1.59	489740	
LEXISNEXIS- ACCURINT	96.54	489782	
FUNCTION 4 LLC	31.00	489844	
			129.13*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	489844	
			31.00*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	173.94	489667	
UNITED STATES POSTAL SERVICE	29.08	489740	
LEXISNEXIS- ACCURINT	96.54	489782	
DIRECTV	75.47	489789	
FUNCTION 4 LLC	31.00	489844	
			406.03*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	96.54	489782	
JEFFERSON COUNTY CREDIT CARDS	57.48	489790	
			39.06*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT	96.54	489782	
FUNCTION 4 LLC	31.00	489844	
			127.54*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.37	489740	
FUNCTION 4 LLC	31.00	489844	
			34.37*
COUNTY COURT AT LAW NO. 2			
THOMAS J. BURBANK PC	250.00	489625	
A. MARK FAGGARD	250.00	489638	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	489657	
OFFICE DEPOT	17.97	489667	
CHARLES ROJAS	250.00	489715	
JOHN D WEST	300.00	489718	
UNITED STATES POSTAL SERVICE	12.45	489740	
SIERRA SPRING WATER CO. - BT	94.83	489744	
LANGSTON ADAMS	400.00	489751	
JOEL WEBB VAZQUEZ	250.00	489757	
ANTOINE FREEMAN	300.00	489774	
KIMBERLY R. BROUSSARD	96.35	489778	
WILLIAM MARCUS WILKERSON	250.00	489806	
TURK LAW FIRM	800.00	489808	
FUNCTION 4 LLC	31.00	489844	
THE MAYO LAW FIRM PLLC	300.00	489846	
THE SAMUEL FIRM, PLLC	250.00	489862	
CARRIER & ALLISON LAW GROUP PC	250.00	489876	
LAW OFFICE OF GILES R COLE & ASSOC	550.00	489881	
			4,902.60*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	250.00	489638	
NATHAN REYNOLDS, JR.	400.00	489674	
TEXAS COURT REPORTERS ASSOCIATION	165.00	489702	
BRANDI SEWELL	620.80	489712	
JOHN D WEST	250.00	489718	
UNITED STATES POSTAL SERVICE	7.98	489740	
JOEL WEBB VAZQUEZ	500.00	489757	
MATUSKA LAW FIRM	400.00	489822	
JARED GILTHORPE	750.00	489824	
FUNCTION 4 LLC	31.00	489844	
THE SAMUEL FIRM, PLLC	700.00	489862	
LAW OFFICE OF CHARLES MCINTOSH	250.00	489871	
			4,324.78*
COURT MASTER			
KENT W JOHNS	500.00	489796	
FUNCTION 4 LLC	31.00	489844	
RICHARD D HUGHES ATTORNEY AT LAW	1,450.00	489875	
			1,981.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.15	489740	
FUNCTION 4 LLC	31.00	489844	
			35.15*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	489844	
			124.00*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	30.93	489630	
EQUINE MEDICINE & SURGERY	83.00	489637	
FED EX	70.84	489641	
FED EX	33.30	489644	
MCNEILL INSURANCE AGENCY	142.00	489660	
SAM'S WESTERN WEAR, INC.	462.90	489678	
AT&T	72.08	489696	
UNITED STATES POSTAL SERVICE	632.65	489740	
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	489748	
INTERSTATE ALL BATTERY CENTER - BMT	49.99	489780	
MDE INC	882.00	489786	
JEFFERSON COUNTY CREDIT CARDS	186.23	489790	
TRANSUNION RISK AND ALTERNATIVE	575.00	489827	
GALLS LLC	180.50	489830	
FUNCTION 4 LLC	310.00	489844	
			3,746.37*
CRIME LABORATORY			
FUNCTION 4 LLC	31.00	489844	
			31.00*
JAIL - NO. 2			
BOB BARKER CO., INC.	1,208.34	489623	
CITY OF BEAUMONT - WATER DEPT.	16.00	489627	
COASTAL WELDING SUPPLY	122.59	489631	
ECOLAB	576.74	489636	
FAST SIGNS, INC.	96.95	489640	
ENTERGY	34,666.80	489647	
JACK BROOKS REGIONAL AIRPORT	1,569.18	489652	
M&D SUPPLY	97.50	489656	
MAVERICK COMMUNICATIONS, INC.	85.82	489658	
OFFICE DEPOT	1,212.98	489667	
SCOOTER'S LAWNMOWERS	463.55	489680	
LOWE'S HOME CENTERS, INC.	194.90	489749	
WORLD FUEL SERVICES	1,964.99	489781	
JEFFERSON COUNTY CREDIT CARDS	728.98	489790	
INDUSTRIAL & COMMERCIAL MECHANICAL	225.00	489803	
SAM'S CLUB DIRECT	2,106.97	489804	
MATERA PAPER COMPANY INC	1,877.61	489813	
MAYES WOOD FLOORING	3,750.00	489817	
GALLS LLC	552.35	489830	
FUNCTION 4 LLC	217.00	489844	
LASALLE CORRECTIONS VI LLC	40,084.00	489858	
TRINITY SERVICES GROUP INC	26,862.64	489863	
			118,680.89*
JUVENILE PROBATION DEPT.			
FED EX	72.94	489643	
EDWARD B. GRIPON, M.D., P.A.	900.00	489646	
SAFER SOCIETY PRESS	288.00	489677	
UNITED STATES POSTAL SERVICE	23.76	489740	
SHANNA CITIZEN	152.88	489750	
LYNN BIERHALTER	22.40	489767	
TANISHA GRIFFIN	220.64	489826	
ROXANA MITCHELL	280.00	489832	
SUMMER KENNERSON	68.32	489840	
FUNCTION 4 LLC	93.00	489844	
SHERONDA LEE	45.36	489852	
EDWIN JAY FRANK	352.80	489854	
TRISH DAVIS	162.51	489860	
LOREN EVANS	16.80	489866	
JAMIE GROGAN	169.68	489868	
BRENDA WOOD	120.96	489874	
			2,990.05*
JUVENILE DETENTION HOME			
ENTERGY	3,820.13	489647	
SOUTHWEST BUILDING SYSTEMS	918.33	489692	
AT&T	708.49	489696	
FUNCTION 4 LLC	31.00	489844	
			5,477.95*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	23.38	489667	
TEXAS STATE UNIVERSITY SAN MARS	225.00	489693	
UNITED STATES POSTAL SERVICE	21.96	489740	
JEFFERSON COUNTY CREDIT CARDS	179.98	489790	
GALLS LLC	329.09	489830	
FUNCTION 4 LLC	31.00	489844	
TND WORKWEAR CO LLC	634.42	489845	
BLUE360 MEDIA	622.12	489849	
CELEBRATE EXCELLENCE	520.00	489886	
			2,586.95*
CONSTABLE-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	315.00	489695	
UNITED STATES POSTAL SERVICE	.46	489740	
FUNCTION 4 LLC	31.00	489844	
			346.46*
CONSTABLE-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	780.00	489694	
UNITED STATES POSTAL SERVICE	2.77	489740	
LEXISNEXIS- ACCURINT	96.54	489782	
FUNCTION 4 LLC	31.00	489844	
			910.31*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	489844	
			31.00*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	13,475.00	489787	
			13,475.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC	31.00	489844	
COURTNEY PRIESS	11.20	489888	
			42.20*
HEALTH AND WELFARE NO. 1			
PETTY CASH - N C WELFARE	46.38	489670	
CDW COMPUTER CENTERS, INC.	893.86	489713	
MCKESSON MEDICAL-SURGICAL INC	45.84	489714	
CLAYBAR HAVEN OF REST	1,040.00	489737	
UNITED STATES POSTAL SERVICE	68.65	489740	
CLEAN HARBORS ENVIRONMENTAL SERVICE	40.78	489756	
LEXISNEXIS- ACCURINT	136.50	489782	
FUNCTION 4 LLC	62.00	489844	
EZEA D EDE MD	2,932.58	489872	
			5,266.59*
HEALTH AND WELFARE NO. 2			
OFFICE DEPOT	37.73	489667	
PETTY CASH - S C WELFARE	121.00	489671	
LEXISNEXIS- ACCURINT	136.50	489782	
FUNCTION 4 LLC	62.00	489844	
EZEA D EDE MD	2,932.58	489872	
			3,289.81*
NURSE PRACTITIONER			
OFFICE DEPOT	299.32	489667	
RACHAEL COE	45.00	489736	
CLEAN HARBORS ENVIRONMENTAL SERVICE	78.12	489756	
FUNCTION 4 LLC	31.00	489844	
			453.44*
CHILD WELFARE UNIT			
ROSS DRESS FOR LESS, INC.	2,186.58	489769	
			2,186.58*
ENVIRONMENTAL CONTROL			
TEXAS ON-SITE WASTEWATER TREATMENT	528.00	489791	
FUNCTION 4 LLC	31.00	489844	
			559.00*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	489775	
CARDINAL HEALTH 110 INC	44,907.36	489816	
TDS OPERATING INC	253.00	489853	
			48,933.36*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	289.06	489620	
COBURN SUPPLY COMPANY INC	162.18	489632	
W.W. GRAINGER, INC.	99.70	489645	
M&D SUPPLY	270.09	489656	
RALPH'S INDUSTRIAL ELECTRONICS	713.73	489675	
SANITARY SUPPLY, INC.	2,323.81	489679	
ACE IMAGEWEAR	224.45	489683	
S.E. TEXAS BUILDING SERVICE	25,381.80	489686	
AT&T	1,083.12	489696	
WARREN EQUIPMENT CO.	224.10	489706	
WORTH HYDROCHEM	265.00	489708	
CDW COMPUTER CENTERS, INC.	2,312.46	489713	
TEXAS FIRE & COMMUNICATIONS	95.00	489717	
MARSH WATERPROOFING, INC.	9,800.00	489738	
CENTERPOINT ENERGY RESOURCES CORP	4,363.89	489760	
NORTHERN TOOL AND EQUIPMENT	72.99	489799	
FUNCTION 4 LLC	31.00	489844	
ADVANTAGE INTERESTS INC	150.00	489848	
TRIANGLE ART & FRAME	151.20	489885	
			48,013.58*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	552.58	489628	
S.E. TEXAS BUILDING SERVICE	8,774.98	489686	
LOWE'S HOME CENTERS, INC.	215.57	489749	
TEXAS GAS SERVICE	134.82	489754	
PARKER LUMBER	74.38	489788	
FUNCTION 4 LLC	93.00	489844	
ALL TERRAIN EQUIPMENT CO	3,696.47	489847	
			13,541.80*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	30.93	489630	
ENTERGY	1,953.36	489647	
SETZER HARDWARE, INC.	102.64	489682	
ACE IMAGEWEAR	90.26	489683	
AT&T	712.62	489696	
W. JEFFERSON COUNTY M.W.D.	49.37	489707	
FUNCTION 4 LLC	31.00	489844	
			2,970.18*
SERVICE CENTER			
ACTION AUTO GLASS	718.68	489617	
SPIDLE & SPIDLE	2,936.95	489618	
J.K. CHEVROLET CO.	50.92	489651	
M&D SUPPLY	148.08	489656	
THE MUFFLER SHOP	119.00	489662	
MUNRO'S	322.51	489663	
VINS PAINT & BODY, INC.	4,461.24	489705	
JEFFERSON CTY. TAX OFFICE	7.50	489720	
JEFFERSON CTY. TAX OFFICE	7.50	489721	
JEFFERSON CTY. TAX OFFICE	7.50	489722	
JEFFERSON CTY. TAX OFFICE	7.50	489723	
JEFFERSON CTY. TAX OFFICE	7.50	489724	
JEFFERSON CTY. TAX OFFICE	7.50	489725	
JEFFERSON CTY. TAX OFFICE	7.50	489726	
JEFFERSON CTY. TAX OFFICE	7.50	489727	
JEFFERSON CTY. TAX OFFICE	7.50	489728	
JEFFERSON CTY. TAX OFFICE	7.50	489729	
JEFFERSON CTY. TAX OFFICE	7.50	489730	
JEFFERSON CTY. TAX OFFICE	7.50	489731	
JEFFERSON CTY. TAX OFFICE	7.50	489732	
BUMPER TO BUMPER	1,368.45	489759	
ROBERT'S TEXACO XPRESS LUBE	70.00	489777	
AMERICAN TIRE DISTRIBUTORS	662.40	489779	
MIGHTY OF SOUTHEAST TEXAS	1,968.77	489797	
ADVANCE AUTO PARTS	657.86	489810	

NAME	AMOUNT	CHECK NO.	TOTAL
1800RADIATOR & AC	162.00	489825	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	489831	
FUNCTION 4 LLC	31.00	489844	
THE GOODYEAR TIRE & RUBBER COMPANY	3,615.00	489856	
			17,397.86*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	16.11	489740	
JEFFERSON COUNTY CREDIT CARDS	63.48	489790	
FUNCTION 4 LLC	62.00	489844	
			141.59*
			722,973.09**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	31.90	489630	
ENTERGY	412.58	489647	
MUNRO'S	71.94	489663	
AT&T	34.61	489696	
TIME WARNER COMMUNICATIONS	65.83	489699	
FUNCTION 4 LLC	31.00	489844	
O'REILLY AUTO PARTS	136.00	489857	
			783.86**
FEMA EMERGENCY			
MCINNIS CONSTRUCTION INC	9,305.85	489772	
			9,305.85**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	489844	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,204.50	489870	
			1,204.50**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	8,503.84	489865	
			8,503.84**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	489844	
			31.00**
EMPG GRANT			
SABINE NECHES CHIEFS ASSOCIATION	250.00	489676	
SOUTHEAST TEXAS WATER	72.90	489691	
JEFFERSON COUNTY CREDIT CARDS	2,646.24	489790	
FUNCTION 4 LLC	31.00	489844	
			3,000.14**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.10	489734	
			65.10**
GRANT A STATE AID			
OFFICE DEPOT	70.01	489667	
RITE OF PASSAGE	6,123.62	489869	
			6,193.63**
COMMUNITY SUPERVISION FND			
M&D SUPPLY	.90	489656	
UNITED STATES POSTAL SERVICE	94.32	489740	
CLEAN HARBORS ENVIRONMENTAL SERVICE	189.96	489756	
			285.18**
JEFF. CO. WOMEN'S CENTER			
CENTERPOINT ENERGY RESOURCES CORP	227.31	489760	
ROCHESTER ARMORED CAR CO INC	128.29	489792	
FUNCTION 4 LLC	62.00	489844	
			417.60**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	52.80	489656	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	489844	
			83.80**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	489844	
			31.00**
LAW OFFICER TRAINING GRT			
ENTERGY	263.87	489647	
CAROLYN SAMUEL	37.89	489887	
			301.76**
COUNTY RECORDS MANAGEMENT			
VISTA SOLUTIONS GROUP, LP	14,777.31	489752	
DATALOGICS INC	5,000.00	489834	
HHM & ASSOCIATES, INC.	21,242.00	489878	
			41,019.31**
HOTEL OCCUPANCY TAX FUND			
AT&T	121.89	489696	
UNITED STATES POSTAL SERVICE	3.18	489740	
JOSEPH SEMIEN	34.16	489771	
COUNTY HOME AND RANCH LP	82.65	489798	
FUNCTION 4 LLC	31.00	489844	
			272.88**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	489844	
			62.00**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	9,000.00	489820	
			9,000.00**
AIRPORT FUND			
SPIDLE & SPIDLE	1,643.96	489618	
W.W. GRAINGER, INC.	263.18	489645	
ENTERGY	10,692.63	489649	
MUNRO'S	81.65	489663	
OVERHEAD DOOR CO.	1,189.00	489668	
RALPH'S INDUSTRIAL ELECTRONICS	133.85	489675	
UNITED STATES POSTAL SERVICE	1.84	489740	
WESTEND HARDWARE CO	34.03	489747	
LOWE'S HOME CENTERS, INC.	216.09	489749	
JEFFERSON COUNTY CREDIT CARDS	102.51	489790	
CRAWFORD ELECTRIC SUPPLY COMPANY	24.14	489809	
FUNCTION 4 LLC	62.00	489844	
TITAN AVIATION FUELS	62,635.46	489859	
			77,080.34**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	24,595.10	489765	
RELIANCE STANDARD LIFE INSURANCE	6,296.65	489766	
EXPRESS SCRIPTS INC	113,366.97	489851	
NEUROMUSCULAR CORPORATE SOLUTIONS	18,750.00	489861	
			163,008.72**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	2,005.09	489803	
			2,005.09**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	5,513.59	489761	
			5,513.59**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,086.00	489596	
CLEAT	288.00	489597	
JEFFERSON CTY. TREASURER	12,930.46	489598	
RON STADTMUELLER - CHAPTER 13	182.31	489599	
INTERNAL REVENUE SERVICE	208.00	489600	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,100.00	489601	
JEFFERSON CTY. COMMUNITY SUP.	8,134.79	489602	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - HEALTH	518,082.84	489603	
JEFFERSON CTY. TREASURER - PAYROLL	2,043,148.23	489604	
JEFFERSON CTY. TREASURER - PAYROLL	714,687.42	489605	
MONY LIFE INSURANCE OF AMERICA	72.54	489606	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,801.28	489607	
JEFFERSON CTY. TREASURER - TCDRS	801,250.26	489608	
JEFFERSON COUNTY TREASURER	2,983.75	489609	
JEFFERSON COUNTY - TREASURER -	7,625.75	489610	
NECHES FEDERAL CREDIT UNION	34,833.16	489611	
JEFFERSON COUNTY - NATIONWIDE	52,622.41	489612	
INVESCO INVESTMENT SERVICES, INC	1,094.99	489613	
NORTH CAROLINA DEPT OF REVENUE	167.80	489614	
			4,217,299.99**
ARRC CORONAVIRUS RECOVERY			
EASTEX ASSETS LLC	13,000.00	489884	
			13,000.00**
GLO DISASTER RECOVERY			
DE CORP	45,979.18	489879	
			45,979.18**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,350.00	489776	
			2,350.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	474.57	489652	
			474.57**
2020 PORT SECURITY GRANT			
WESCAM USA, INC	415,212.00	489880	
			415,212.00**
			5,759,054.45***

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

REVISED INTERLOCAL GOVERNMENT AGREEMENT

This revised agreement is made this the _____ day of _____, 2021, by and between Jefferson County, Texas ("the County") and the Sabine Pass Port Authority ("SPPA").

WHEREAS, the County and SPPA intend to engage services for dredging of the waterway adjacent to real property used and occupied by the Sabine Pass Port Authority and Jefferson County Sheriff's Department – Marine Division, for the purposes of increasing access and navigability; and

WHEREAS, the County and SPPA have fostered and enjoyed a beneficial partnership and working relationship for the citizens of Jefferson County, Texas and Sabine Pass; and

WHEREAS, the Sabine Pass Port Authority has requested bids from qualified contractors in order to perform the intended dredging work in marina and adjacent waters of the SPPA that will also benefit the Jefferson County Sheriff's Department – Marine Division in its work and mission; and

WHEREAS, the dredging project will provide a direct benefit to the Jefferson county Sheriff's Department – Marine Division and the County intends to contribute financially to the dredging project and work to be conducted that will aid in its accessibility and navigability of the Intracoastal Waterway in furtherance of its patrols and law enforcement duties;

NOW, THEREFORE, IT IS AGREED that the parties agree to cooperate as follows for the funding and/or contribution toward the above-referenced dredging project and work under the following terms and conditions:

1. The Sabine Pass Port Authority has previously bid and/or awarded the dredging project and that contract and project preparation will continue to move forward. The total value of that project and contract is $633,847.00.

2. The SPPA warrants and represents that the project has previously been advertised and awarded subject to competitive bidding

3. Jefferson County, Texas will contribute the sum of $171,245.94 toward the dredging project initiated by the Sabine Pass Port Authority.

4. The Sabine Pass Port Authority will pay the remaining costs of $462,601.06 toward the cost of the dredging project.

5. The SPPA contract with Dredge-It will be amended (if necessary) to name the County as a party and/or signatory to the contract, with the County only responsible for the amount of $171,245.94.

6. The County will pay $171,245.94 directly to Dredge-It for their cost and/or portion of the dredging project.

7. This Interlocal Government Agreement will be submitted to the Jefferson County Commissioners Court and the Board of Commissioners for the Sabine Pass Port Authority for ratification and approval, if necessary.

8. The undersigned are duly authorized representatives of the respective parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

9. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

10. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

PASSED AND APPROVED by the Commissioners Court of Jefferson County, Texas on this the 14th day of December, 2021.

County Judge Jeff R. Branick
Jefferson County, Texas

PASSED AND APPROVED by the Board of Commissioners of the Sabine Pass Port Authority on this the _____ day of _____, 2021.

Mic Cowart – Port Manager
Sabine Pass Port Authority

AGENDA ITEM **December 14, 2021**

Consider, possibly approve and authorize the County Judge to execute, receive and file Phase II (Small) MS4 Annual Report for TPDES Permit No. TXR040000.

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: **TXR040129**

Reporting Year (year will be either 1, 2, 3, 4, or 5):**3**

Annual Reporting Year Option Selected by MS4:

Calendar Year:_____

Permit Year:_____

Fiscal Year: ____**X**____ Last day of fiscal year: (**September 30th**)

Reporting period beginning date: (month/date/year) **10/01/2020**

Reporting period end date: (month/date/year) **9/30/2021**

MS4 Operator Level: ___**2**___ Name of MS4: **Jefferson County**

Contact Name: **Michelle Falgout P.E.** Telephone Number: **(409) 835-8584**

Mailing Address: **1149 Pearl Street, Beaumont, TX 77701**

E-mail Address: **mfalgout@co.jefferson.tx.us**

A copy of the annual report was submitted to the TCEQ Region: YES **X** NO___
Region the annual report was submitted to: TCEQ Region __**10**___

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)
1	Flyers and Brochures	Yes, the distribution of flyers and brochures help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	Education of Children	Yes, the development of materials for children helps educate them on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	Education of Construction Site Personnel	Yes, education of construction site personnel helps bring awareness of pollutants associated with construction activities.

1	Public Service Announcements	Yes, public service announcements help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
1	SWMP Posting	Yes, making the SWMP available helps educate the public on their local stormwater management program and the associated implementation schedule.
1	Annual Report Posting	Yes, making the Annual Report available helps educate the public on the implementation status of their local stormwater management program.
1	SWMP Review	Yes, reviewing the SWMP annually helps ensure any necessary updates to the SWMP are made.
1	Public Meetings	Yes, public meetings help educate the public about their local stormwater management programs and gives them an opportunity to participate.
1	Stormwater Hotline	Yes, stormwater hotlines provide citizens with a mechanism to report illicit discharges, illegal dumping, spills, etc.
1	SWMP Public Notice	Yes, the public notice process helps educate the public about their local stormwater management programs and gives them an opportunity to participate.
1	Stormwater Quality Website	Yes, the development of a stormwater quality website helps educate the public on potential stormwater pollutants and provides them details on steps they can take to improve stormwater quality.
1	Educational Material Distribution	Yes, the distribution of stormwater quality educational materials at local community organization meetings helps educate the public on potential pollutants and provides them with details on steps they can take to improve stormwater quality.
2	MS4 Outfall Map	Yes, developing and maintaining a MS4 outfall map makes the illicit discharge detection and elimination program more effective.

2	MS4 Outfall Inspections	Yes, inspecting MS4 outfalls helps identify and eliminate illicit discharges.
2	Regulatory Mechanisms	Yes, having regulatory mechanisms/procedures in place helps encourage individuals to comply with stormwater quality regulations.
2	MS4 Field Staff Training	Yes, MS4 field staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
2	IDDE Procedures	Yes, the development and implementation of IDDE procedures makes the Illicit Discharge program more effective.
2	Public Reporting	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps identify and eliminate illicit discharges more effectively.
3	Construction Site Plan Review	Yes, reviewing construction site plans for the inclusion of appropriate structural controls helps reduce the amount of pollutants being discharged from construction sites.
3	Plan Review, Inspection, and Enforcement Procedures	Yes, developing standard operating procedures that address plan review, inspections, and enforcement actions related to permittee owned construction sites helps reduce the amount of pollutants being discharged to the MS4.
3	Construction Site Inspection/Enforcement	Yes, inspecting construction sites for proper installation/maintenance of structural controls helps reduce the amount of pollutants being discharged to the MS4.
3	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged from construction activities.

3	Public Reporting	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps reduce the amount of pollutants being discharged from construction activities.
3	MS4 Staff Training	Yes, MS4 staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
4	Development Project Plan Review	Yes, reviewing development plans for the inclusion of appropriate post construction controls helps reduce the amount of pollutants being discharged to the MS4.
4	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged to the MS4.
4	Post Construction Control Inspections	Yes, inspecting permittee owned permanent structural controls helps reduce the amount of pollutants being discharged to the MS4.
4	Post Construction Procedures	Yes, developing standard operating procedures that address documentation of enforcement actions and long-term operation/maintenance of post construction stormwater control measures helps reduce the amount of pollutants being discharged to the MS4.
5	MS4 Facility Inventory	Yes, developing an inventory of permittee owned facilities within the urbanized area helps identify potential sources of stormwater pollution.
5	Employee Training Program	Yes, conducting employee training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
5	Waste Disposal Procedures	Yes, development of standard operating procedures on the proper disposal of waste helps reduce the amount of floatables and other pollutants being discharged to the storm sewer system.
5	Contractor Oversight Procedures	Yes, the development and implementation of contractor oversight procedures helps reduce the amount of pollutants being discharged by contractors performing maintenance activities on behalf of the permittee.

5	Operation and Maintenance Activities	Yes, maintaining a general pollution prevention plan at each permittee owned facility helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
5	Facility Inspections	Yes, inspecting permittee owned facilities helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
5	Waste/Debris Collection	Yes, conducting waste/debris collection helps reduce the amount of floatables being discharged to the storm sewer system.
5	Municipal Operation Procedures	Yes, developing standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for employee training helps make permittee employees more aware of pollutants of concern that could be discharged to the storm sewer system.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)
1	Flyers and Brochures	number of materials developed and/or posted	240 stormwater quality brochures, 240 pet waste brochures	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.

1	Education of Children	number of materials developed	120 stormwater coloring books	coloring books	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Education of Construction Site Personnel	number of educational materials or guidance documents developed	1 guidance document/ 240 stormwater quality brochures/ stormwater website	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Public Service Announce-ments	number of different PSAs being posted on the County's stormwater website	4 PSAs on stormwater quality website	materials	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	SWMP Posting	stormwater quality website with SWMP posted	SWMP made available on stormwater quality website	location	No, while the BMP does not result in a direct reduction in pollution, public education is expected to indirectly reduce pollutants by increasing awareness about stormwater quality issues.
1	Stormwater Hotline	number of phone calls received regarding stormwater quality issues	0	phone calls	Yes, receiving and responding to phone calls concerning illicit discharges allows the permittee to make appropriate corrections to the storm sewer system.
2	MS4 Outfall Inspections	percentage of outfalls inspected	approximately 20% of the total outfalls were inspected	percentage	Yes, locating and eliminating illicit discharges represents a direct reduction in pollutants.
2	Regulatory Mechanisms	number of referrals	0	referrals	Yes, implementation of local illicit discharge regulatory mechanisms represents a direct reduction in pollutants.

3	Construction Site Plan Review	number of permittee owned plans reviewed	0	plans	Yes, reviewing construction plans the result in the disturbance of greater than or equal to one acre, or are part of a common plan of development or sale ensures that appropriate structural controls are being used to reduce pollution.
3	Construction Site Inspection/ Enforcement	number of inspections	0	inspections	Yes, inspecting construction sites ensures that appropriate controls are in place and functioning properly to reduce pollution.
3	Regulatory Mechanisms	number of referrals	0	referrals	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.
4	Development Project Plan Review	number of plans reviewed	0	plans	Yes, reviewing construction plans ensures that appropriate post construction controls are being used to reduce pollution.
4	Regulatory Mechanisms	number of referrals	0	referrals	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.
5	Waste/Debris Collection	estimated volume of waste/debris collected	2,269.6	tons	Yes, conducting waste/debris collection reduces the amount of floatables and other stormwater pollutants.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions):**

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.
1	Develop or post on the stormwater website at least 2 types of flyers/brochures per year	Goal Met; developed 240 stormwater quality brochures and 240 pet waste brochures. Additionally, all materials are posted on the stormwater website.
1	Develop at least 1 type of educational material annually for children	Goal Met; developed 120 stormwater coloring books.
1	Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues	Goal Exceeded; guidance document, brochure, and stormwater quality website made available to construction site personnel.
1	Maintain at least 1 PSA on the County's stormwater website annually to educate the public about water quality	Goal Met; 4 PSAs posted on stormwater quality website.
1	Post a copy of the SWMP on the County's stormwater website no later than 30 days after the TCEQ approval date	Goal Met; SWMP posted on the County's stormwater website at www.txms4.com/jefferson.
1	Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date	Goal Met; annual report for FY 2020 was posted on the stormwater website within 30 days of the due date.

1	Conduct annual review of SWMP and perform any necessary updates	Goal Met; SWMP review conducted on 6/17/2021
1	Conduct at least 1 public meeting per permit term	Not Due Yet
1	Develop or post on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns	Goal Met; 2 types of brochures and stormwater quality website were made available.
1	Comply with TCEQ public notice requirements for the TXR040000 permit renewal process	Not Due Yet
1	Maintain and make available annually a stormwater quality website	Goal Met; website updates/maintenance was conducted on 1/5/2021.
1	Maintain collection of education materials on the stormwater quality website annually for local community organizations to view	Goal Met; a collection of educational materials is kept on the stormwater quality website and available for local community organizations to view at www.txms4.com/jefferson.
2	Conduct at least 1 map review per permit term	Not Due Yet
2	Screen 20% of the outfalls within the urbanized area annually	Goal Met; 17 outfalls out of 83 were inspected (20%).
2	Maintain standard operating procedures in effect annually	Goal Met; zero illicit discharges were identified during the reporting period, however standard operating procedures are in place for reporting/eliminating illicit discharges.

2	Conduct training at least once per permit term	Not Due Yet
2	Maintain IDDE standard operating procedures in effect annually	Goal Met; IDDE procedures have been developed and are currently being implemented.
2	Develop or post on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Goal Met; 2 types of brochures and stormwater quality website were made available.
3	Review permittee owned construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with the CGP	Goal Met; the permittee did not have any applicable construction sites during the reporting period.
3	Maintain standard operating procedures in effect annually	Goal Met; standard operating procedures have been developed and are currently being implemented.
3	Conduct at least 6 inspection cycles per year of active construction sites	Goal Met; 6 inspection cycles were conducted during the reporting period.
3	Maintain standard operating procedures in effect annually	Goal Met; standard operating procedures have been developed and are currently being implemented.

3	Develop or post on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Goal Met; 2 types of brochures and stormwater quality website were made available.
3	Conduct training at least once per permit term	Not Due Yet
4	Review development plans for the inclusion of post construction controls annually	Goal Met; zero development plans in the regulated area were reviewed
4	Maintain standard operating procedures in effect annually	Goal Met; standard operating procedures have been developed and are currently being implemented.
4	Inspect permittee owned permanent structural controls at least once per permit term	Not Due Yet
4	Maintain standard operating procedures in effect annually	Goal Met; standard operating procedures have been developed and are currently being implemented.
5	Maintain an inventory of facilities and stormwater controls that the permittee owns and operates within the urbanized area annually	Goal Met; MS4 facility inventory has been developed
5	Conduct at least one employee training session per permit term	Not Due Yet

5	Maintain standard operating procedures in effect annually for the proper disposal of waste; including dredge spoil, accumulated sediments, and floatables	Goal Met; standard operating procedures have been developed and are currently being implemented.
5	Maintain contractor oversight procedures in effect annually	Goal Met; contractor oversight procedures have been developed and are currently being implemented.
5	Maintain general pollution prevention plan in effect annually for municipal operations	Goal Met; general pollution prevention plan has been developed and is currently being implemented.
5	Inspect each permittee owned facility identified in the MS4 facility inventory at least once per permit term	Not Due Yet
5	Conduct waste/debris collection on an annual basis within the regulated area	Goal Met; approximately 2,269.6 tons of waste/debris was removed and properly disposed of.
5	Maintain standard operating procedures in effect annually for inspecting/maintaining structural controls at municipal facilities and for employee training	Goal Met; standard operating procedures have been developed and are currently being implemented.

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

During the reporting period, the permittee conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and waste/debris collection. As a result, the permittee inspected approximately 20% of their MS4 to look for flows during dry weather and collected/properly disposed of approximately 2,269.6 tons of waste/debris (data for all BMPs implemented during the reporting period to reduce the discharge of pollutants to the MEP is included in Section B.3 of this annual report). After review, the permittee has maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believes that the program has been successful at reducing the discharge of pollutants to the MEP.

D. Impaired Waterbodies

1. Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

   No impaired water bodies were added during the reporting period.

2. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

The permittee has referred to the CWA 303(d) list and determined that they are a potential source of the pollutant(s) of concern (with the exception of PCBs in edible tissue) being discharged to Alligator Bayou (stream segment No. 0702A), Taylor Bayou (stream segment No. 0701), Hillebrandt Bayou (stream segment No. 0704), and Neches River Tidal (stream segment No. 0601). Appropriate focused BMPs and corresponding measurable goals have been developed to reduce the discharge of the pollutant(s) of concern that contribute to the impairment of the water body. The focused BMPs include activities related to sanitary sewer systems, on-site sewer systems, illicit discharges, illegal dumping, animal sources, and residential education programs. During the reporting period, the permittee conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and waste/debris collection. As a result, the permittee inspected approximately 20% of their MS4 to look for flows during dry weather, maintain a stormwater quality website to facilitate public education, and collected/properly disposed of approximately 2,269.6 tons of litter/garbage.

Our research indicates that PCBs in edible tissue is a legacy pollutant and the permittees are not considered a potential source. Therefore, no additional focused BMPs were developed to target that pollutant.

3. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL.

N/A; permittee does not discharge to a water body with an approved TMDL

4. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter ***(Ex: Total Suspended Solids)***	**Benchmark Value**	**Description of additional sampling or other assessment activities**	**Year(s) conducted**
N/A	N/A	N/A	N/A

5. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark: **N/A; only applies to water bodies with an approved TMDL**

Benchmark Parameter	**Selected BMP**	**Contribution to achieving Benchmark**
N/A	N/A	N/A

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	**Comments/Discussion**
Outfall Inspections: Utilize reports from MS4 field staff, citizens, and annual outfall inspections to identify illicit discharges and illegal dumping sites.	20% of identified outfalls inspected during reporting period.
Public Reporting: Develop educational materials and website content focused on the identification and public reporting of sanitary sewer overflows, failing on-site sewer systems, illicit discharges, and illegal dumping.	2 brochures and a stormwater quality website that help facilitate public reporting of the pollutant(s) of concern were developed and made available.
Pet Waste Management: Develop media to facilitate and promote proper pet waste management practices. Educational material options include flyers, brochures, and/or websites.	Brochure promoting proper pet waste management was developed and made available.

Residential Education: Develop media to facilitate public education for bacterial sources including residential sources, pet waste, proper disposal of fats, oils and greases, and decorative ponds. Educational material options include brochures, flyers, and/or websites.	2 brochures, 1 flyer, and a stormwater quality website were developed and made available.
Maintenance of On-Site Sewer Systems: Develop media to facilitate proper maintenance of on-site sewer systems. Educational material options include brochures, flyers, and/or websites.	1 brochure, 1 flyer, and a stormwater quality website were developed and made available.

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

N/A; only applies to water bodies with an approved TMDL.

Benchmark Indicator	Description/Comments
N/A	N/A

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
1	Flyers and Brochures	Develop or post on the stormwater website at least 2 types of flyers/brochures per year	Development of flyers and brochures for the purpose of educating the public on stormwater impacts and ways they can minimize stormwater pollution.
1	Education of Children	Develop at least 1 type of educational material annually for children	Development of educational materials for school age children in order to foster a respect for water quality at an early age.
1	Education of Construction Site Personnel	Make available annually on stormwater website at least 1 guidance document or brochure on construction site runoff issues	Development of guidance materials for construction site personnel on the proper installation and maintenance of erosion and sediment controls.
1	Public Service Announcements	Maintain at least 1 PSA on the County's stormwater website annually to educate the public about water quality	Utilize PSAs on the County's stormwater website to educate the public on the impacts of stormwater pollution and steps they can take to improve water quality.
1	SWMP Posting	Post a copy of the SWMP on the County's stormwater website no later than 30 days after the TCEQ approval date	Post a copy of the SWMP on the County's stormwater quality website for the public to review.

1	Annual Report Posting	Annually post a copy of the most recent annual report on the stormwater website no later than 30 days after the due date	Post a copy of each year's annual report on the County's stormwater quality website for the public to review.
1	SWMP Review	Conduct annual review of SWMP and perform any necessary updates	Conduct an annual review of the County's stormwater management program and perform any necessary updates.
1	Stormwater Hotline	Develop or post on the stormwater website at least 2 types of materials/media per year that informs the public about reporting stormwater quality concerns	Advertise appropriate phone numbers for citizens to participate in the implementation of control measures by reporting illicit discharges, illegal dumping, spills, and construction site discharge issues.
1	SWMP Public Notice	Comply with TCEQ public notice requirements for the TXR040000 permit renewal process	The County will adhere to all state and local public notice requirements during the TXR040000 permit renewal process.
1	Stormwater Quality Website	Maintain and make available annually a stormwater quality website	Develop and maintain a stormwater quality website to ensure that the public can easily find information about the SWMP and inform citizens about steps they can take to improve water quality.
1	Educational Material Distribution	Maintain collection of education materials on the stormwater quality website annually for local community organizations to view	Provide local community organizations with the opportunity to assist in the distribution of stormwater quality educational materials by providing them with materials for distribution at their meetings, when requested. All educational materials will be included on the stormwater quality website for viewing by the public.

2	MS4 Outfall Inspections	Screen 20% of the outfalls within the urbanized area annually	Conduct inspections of all outfalls in the urbanized area (once per permit term) in order to identify and reduce the presence of illicit discharges to the MS4.
2	Regulatory Mechanisms	Maintain standard operating procedures in effect annually	The County is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. In lieu of an ordinance, the County has developed standard operating procedures for addressing illicit discharges.
2	IDDE Procedures	Maintain IDDE standard operating procedures in effect annually	Maintain procedures and all associated records for tracing/removing the source of an illicit discharge, responding to illicit discharges/spills, inspections in response to complaints, and to prevent/correct leaking on-site sewage disposal systems.
2	Public Reporting	Develop or post on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Develop media to facilitate public reporting of illicit discharges. Options include stormwater hotlines, websites, and flyers/brochures.

3	Construction Site Plan Review	Review permittee owned construction plans annually that will result in the disturbances of greater than or equal to one acre, or are part of a common plan of development or sale that will result in the disturbance of one or more acres for compliance with the CGP	Implement a construction site plan review program that focuses on ensuring that permittee owned construction sites that result in a land disturbance of greater than or equal to one acre or are part of a larger common plan of development or sale that would disturb one acre or more of land, have stormwater pollution prevention plans developed in accordance with TPDES Construction General Permit TXR150000.
3	Plan Review, Inspection, and Enforcement Procedures	Maintain standard operating procedures in effect annually	Maintain and implement site plan review, inspection, and enforcement procedures for permittee owned projects that describe which plans will be reviewed, when operators may begin construction, soil stabilization requirements, and how inspection/enforcement actions will be conducted.
3	Construction Site Inspection/Enforcement	Conduct at least 6 inspection cycles per year of active construction sites	Conduct inspections of construction sites and associated control measures within the urbanized area. Utilize adjacent MS4 operators and/or the appropriate TCEQ Regional Office for enforcement assistance.

3	Regulatory Mechanisms	Maintain standard operating procedures in effect annually	The County is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to conduct inspections or implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. In lieu of an ordinance, the County has developed standard operating procedures for addressing discharges from third party construction sites.
3	Public Reporting	Develop or post on the stormwater website at least 2 types of media and/or materials annually to help facilitate public reporting of stormwater quality issues	Maintain and implement procedures for receipt and consideration of information submitted by the public regarding construction site stormwater runoff.
4	Development Project Plan Review	Review development plans for the inclusion of post construction controls annually	Review development plans to ensure compliance with local post construction runoff guidelines and inclusion of appropriate permanent stormwater quality controls.
4	Regulatory Mechanisms	Maintain standard operating procedures in effect annually	The County is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to conduct inspections or implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. In lieu of an ordinance, the County has developed standard operating procedures for addressing post construction stormwater management issues from third party sites.

4	Post Construction Procedures	Maintain standard operating procedures in effect annually	Develop and maintain standard operating procedures to document records of enforcement actions and procedures for ensuring long-term operation/maintenance of post construction stormwater control measures.
5	MS4 Facility Inventory	Maintain an inventory of facilities and stormwater controls that the permittee owns and operates within the urbanized area annually	Maintain an inventory of applicable facilities and stormwater controls pursuant to the requirements established in Part III, Section B.5(b)(1) of TPDES General Permit TXR040000, that each permittee owns and operates within the urbanized area.
5	Waste Disposal Procedures	Maintain standard operating procedures in effect annually for the proper disposal of waste; including dredge spoil, accumulated sediments, and floatables	Maintain standard operating procedures for the appropriate disposal of waste materials from maintenance activities such as floatable collections, dredge spoils, and/or accumulated sediments.
5	Contractor Oversight Procedures	Maintain contractor oversight procedures in effect annually	Maintain procedures that contractually require contractors hired by the permittee to perform maintenance activities on permittee-owned facilities to comply with all stormwater control measures, good housekeeping practices, and facility specific stormwater management operating procedures.

5	Operation and Maintenance Activities	Maintain general pollution prevention plan in effect annually for municipal operations	Maintain and implement general pollution prevention plans that identify potential pollutants of concern and address stormwater discharges from permittee operation and maintenance activities, including road and parking lot maintenance, bridge maintenance, cold weather operations, and right-of-way maintenance.
5	Waste/Debris Collection	Conduct waste/debris collection on an annual basis within the regulated area	Conduct waste/debris collection to reduce floatable material discharges to the MS4.
5	Municipal Operation Procedures	Maintain standard operating procedures in effect annually for inspecting/maintaining structural controls at municipal facilities and for employee training	Maintain standard operating procedures for inspecting/maintaining structural controls at municipal facilities and for conducting employee training for staff members involved in implementing pollution prevention/good housekeeping practices.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

__**X**__ Yes ___ No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.
__**X**__ Yes ____ No

If "Yes," report on changes made to measurable goals and BMPs: **N/A**

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
N/A	**N/A**	**N/A**

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).
MS4 contact for Jefferson County has changed from Steve Stafford to Michelle Falgout.

Michelle Falgout
1149 Pear Street, 5th floor
Beaumont, TX 77701
(409) 835-8718
mfalgout@co.jefferson.tx.us

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans. **N/A**

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
N/A	**N/A**	**N/A**	**N/A**

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

__**X**__ Yes _____ No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed)

Name and Explanation: **City of Port Neches; see explanation below**

Name and Explanation: **City of Nederland; see explanation below**

Name and Explanation: **City of Port Arthur; see explanation below**

Name and Explanation: **City of Groves; see explanation below**

Name and Explanation: **Jefferson County Drainage District No. 7; see explanation below**

All permittees listed in this annual report are participating members in the Jefferson County Stormwater Quality Coalition and are responsible for the implementation of the programs as indicated in the "MS4 Responsibilities" section of the SWMP. Some of the activities are being conducted as a group, such as the development of public education materials, guidance documents, standard operating procedures, and SWMP meetings. Information included in this report for public education materials is combined data for all members of the coalition.

2.a. Is the permittee part of a group sharing a SWMP with other entities?

___ Yes __**X**__ No

2.b. If "yes," is this a system-wide annual report including information for all permittees? **N/A**

_____ Yes ___ No

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

1

2a. Does the permittee utilize the optional seventh MCM related to construction?

___ Yes **X** No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	**N/A**

Note: *Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

J. Certification – Jefferson County

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): JEFF R. BRANICK Title: County Judge

Signature: _____ Date: 12.14.21

Name of MS4: **Jefferson County**

INTERGOVERNMENTAL CONTRACT BETWEEN JEFFERSON COUNTY, TEXAS AND THE CITY OF BEAUMONT

THE STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE**
COUNTY OF JEFFERSON	§	**PRESENTS:**

THIS CONTRACT is executed this 16th day of November, 2021, by and between the COUNTY OF JEFFERSON, STATE OF TEXAS, called "County," acting by and through its duly elected and qualified Commissioners Court, and the CITY OF BEAUMONT, a Home Rule City of Jefferson County, Texas, hereinafter called "City," under the terms, authority and provisions of Chapter 791 of the Texas Government Code.

WHEREAS, it has been found and determined by the Commissioners' Court of Jefferson County, Texas, and by the City Council of the City of Beaumont, Texas, that it is advantageous to each named governmental entity that services be exchanged between the County and the City with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions; and

WHEREAS, it is agreed by the governing bodies of the County and the City that the consideration moving between the parties in support of this agreement is the exchange of services and payment of reasonable compensation as herein contemplated:

NOW THEREFORE, in consideration of the covenants, conditions and undertakings hereinafter described, it is agreed:

1. The contractual relationship created in this agreement shall begin on November 1, 2021 and shall continue until and through October 31, 2022. Thereafter, the contract shall continue from year to year thereafter unless terminated by either of the parties in accordance with Paragraph 7 and will automatically renew according to the terms and conditions herein unless terminated by giving written notice as outlined herein below.

2. The County and the City, in paying for the performance of governmental functions and services described in this contract, shall make payment therefore from current revenues available to the paying party. The daily charges may be revised by written amendment to this agreement. However, the daily charge shall be uniformly assessed to all cities in Jefferson County.

3. The authority of each political subdivision to perform a contractual service under this contract includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service or services contemplated by this agreement. In this regard, in the event any other city in Jefferson County is charged an amount less than the $75.00/day charge established herein, then the City of Beaumont's daily rate shall be reduced to such lesser amount effective for any and all days the lesser amount is charged to said other city.

4. During the existence of this contractual relationship, County shall maintain a jail facility which will, as nearly as possible, conform to the physical and operational requirement of Chapter 351 and Section 351.001 of the Texas Local Government Code. All property, real and personal, necessary to the maintenance and operation of such jail, and all personnel required for the operation of such facility shall be furnished by County at the expense of County. City may, at its option, lodge all persons arrested by City Peace Officers who are to be detained in the jail facilities of County. The detention of such person in the County Jail shall be subject to the control of the

appropriate court with whom an information, complaint, indictment, or other legal process may be filed.

5. It is specifically agreed that the jail facilities of County shall remain under the control of the Commissioners' Court of Jefferson County, Texas, and that the Sheriff of Jefferson County, Texas shall maintain authority and responsibility arising out of the statutes of this state to exercise full control over the operation of the jail facility. In a period of emergency, when the jail facility becomes overcrowded or if other conditions arise which make it necessary for the sheriff of the County to restrict the number of prisoners placed within the facility, then, during such emergency, the sheriff may decline to imprison or release those persons charged with Class C misdemeanors in a Municipal Court of City. The extent and duration of the emergency shall be determined by the Sheriff of Jefferson County and her determination in that regard shall be final and not subject to review by the governmental bodies of City or County.

A. CLASS C MISDEMEANOR OFFENSES

A1. It is mutually agreed between the parties hereto that upon presentation by a city police officer of a prisoner for a Class C Misdemeanor Offense to be held for Municipal Court, Sheriff may book the prisoner in the Jefferson County Jail, once the prisoner is medically cleared, and the Sheriff will be responsible for the care and custody of the prisoner and his or her property. Billing costs and fees of the prisoner will begin at the time of book-in and as recorded in the jail records of the Sheriff. The Sheriff further agrees that he/she will not release from custody a prisoner who has been booked into the Jefferson County Jail until his or her release is lawfully ordered by the Municipal Court, a bail bond or recognizance is furnished, or such prisoner is released to the custody of the City or other responsible officials or parties. Billing costs will end when the prisoner is released from the Jefferson County Jail either by lawful court order, a bail

bond or recognizance being furnished, or when the City resumes physical custody of the prisoner. The time and date of release of the prisoner shall be recorded in the jail records of the Sheriff.

A2. The City shall pay to the County for the housing of prisoners at $75.00 per day payable monthly. The $75.00 per day charge will be broken down into six-hour segments at $18.75 per/segment for any day until the prisoner is released as stated in A1. The $75.00 per/day charge will apply to any part of any 6-hour segment of a day until released.

A3. Should a prisoner detained and/or incarcerated hereunder for a Class C misdemeanor by the Municipal Court require medical treatment in a hospital, then, in the sole discretion of the medical staff in charge of the county infirmary, expenses of such emergency or extraordinary medical or surgical treatment shall be the responsibility of the City. Charges for such treatment will be forwarded to the City as a part of each scheduled billing as outlined herein.

A4. The City shall be responsible for the transportation of prisoners from the jail to the City Municipal Court or other court facility designated by the City.

A5. It is further agreed that during the term of this agreement, the City will be solely responsible for collecting any fines and or bonds assessed by the City's Municipal Court against any inmate who is the subject of this agreement.

A6. In the furnishing of jail facilities under this contract, each party shall be responsible for the acts and omissions of its officers and employees without waiver of any immunities or defenses against the claims of third parties. This agreement shall not constitute an indemnification agreement for the acts or omissions of any party.

B. CLASS B MISDEMEANOR OR HIGHER OFFENSES

B1. It is mutually agreed between the parties hereto that, upon presentation by a city police officer of a prisoner for a Class B Offense or higher without a warrant or court commitment, the Sheriff may book the prisoner in the Jefferson County Jail once the prisoner is medically cleared and will then be responsible for the care and custody of the prisoner and his or her property. Billing costs and fees of the prisoner will begin at the time of book-in. The Sheriff further agrees that she will not release from custody a prisoner who has been booked into the Jefferson County Jail until his or her release is lawfully ordered, or a bail bond or recognizance is furnished, or such prisoner is released to the city or other responsible officials or parties.

B2. If the prisoner is booked into the Jefferson County Jail under a Jefferson County arrest warrant or court commitment, the prisoner will be booked without charge to the City. All other prisoners booked into the facility under a Class B offense or higher will be billed to the city upon book-in for costs as described in paragraph B3 until such time he or she is released or charges of $75.00 have accrued.

B3. The City shall pay to the County for the housing of prisoners for Class B offenses and higher at $75.00 per day payable monthly. The $75.00 per day charge will be broken down into six-hour segments at $18.75/segment for any day, until the prisoner is released or charges of $75.00 have accrued. The $75.00/day charge will apply to any part of any day until released or $75.00 of charges have accrued.

6. In settlement of any and all claims for past services, the City shall pay the sum of $2,000,000 to the County on or before December 31, 2024, with such payment to be utilized by the County solely for the construction or operation of a substance abuse and mental health

treatment center. The provisions of this Paragraph shall survive any termination of this Agreement and may be enforced by an action for specific performance in the District Court of Jefferson County, Texas. Upon execution of this Agreement, County shall fully release such prior claims and dismiss its present litigation with prejudice.

7. Either City or County may, upon 30-day advance notice in writing, terminate this contract.

8. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City of Beaumont, Texas. By the execution of this Contract, neither County or City waive defenses of governmental immunity to tort liability for claims by third parties available to each of them under the laws of the State of Texas or the United States and, insofar as City is concerned, the Charter of the City of Beaumont, Texas.

9. All claims, disputes and other matters in question arising out of or relating to this contract shall be submitted to mediation or non-binding arbitration pursuant to the Section 791.015 and Chapter 2009 of the Texas Government Code, prior to any filing of any claim in a Texas court. Each party shall pay its own legal and other costs relating to the mediation or the non-binding arbitration regardless of the outcome of the mediation or the non-binding arbitration.

10. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas. By the execution of this Contract, neither County or City waive defenses of governmental immunity to tort liability to third parties available to each of them under the laws of the State of Texas or the United States for any claims arising under this Agreement.

EXECUTED the day and year above written.

JEFFERSON COUNTY SHERIFF'S OFFICE

ZENA STEPHENS, Sheriff Jefferson County, Texas

ATTEST:

County Clerk, Jefferson County, Texas

JEFFERSON COUNTY, TEXAS

JEFF BRANICK
County Judge

ATTEST:

City Clerk, City of Beaumont, Texas

CITY OF BEAUMONT

Kyle Hayes
City Manager

RESOLUTION NO. 21-324

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Intergovernmental Contract between the City of Beaumont and Jefferson County related to the housing of prisoners at the Jefferson County Jail effective upon execution and terminate October 21, 2022 and continue thereafter year to year unless terminated by either of the parties in accordance with the provisions outlined in the contract. The Intergovernmental Contract is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of December, 2021.

Robin Mouton

- Mayor Robin Mouton -

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF JEFFERSON

CITY OF BEAUMONT

SERVICE CONTRACT BETWEEN

City of Beaumont and Jefferson County, Texas

WHEREAS, Jefferson County, Texas doing business in the State of Texas (herein "Owner"), and the City of Beaumont, a municipal corporation of the State of Texas (herein "City") entered into a Contract on December 8, 2021 for the City to provide potable drinking Water services and sanitary sewer services to the Jefferson County Correctional Facility, located at 5030 U.S. 69, Beaumont, Texas 77705.

WHEREAS, the City and Jefferson County, Texas desire to adopt a Service Agreement Contract for the provision of potable drinking water services and sanitary sewer services to the Jefferson County Correctional Facility, located at 5030 U.S. 69, Beaumont, Texas 77705and agree as follows:

WITNESSETH

I.

Owner agrees to maintain, free of charge to the City, the water and sewer lines within its property.

II.

The City shall have the right to enter on the Owner's property or premises with 24 hour prior notice, unless under an emergency situation, for any purposes reasonably incidental to or necessitated by the terms and provisions of this Contract. They City will abide by all Owner's site safety rules and other site access rules while on the Owner's property.

III.

Owner agrees to install and maintain all appropriate required backflow and backsiphonage prevention assembly devices deemed necessary by the Texas Commission on Environmental Quality regulations to protect the internal customers. The internal protection of the drinking water supplied to Owner's employees and/or customers is the responsibility of Owner. The City will provide guidance on proper cross connection prevention.

IV.

Owner agrees to comply with applicable City Code of Ordinances including the following restrictions and unacceptable practices prohibited by State regulations:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public drinking water supply by an air-gap or a reduced pressure-zone backflow prevention device.
2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or an approved backflow prevention device.
3. No connection which allows water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
5. No solder or flux which contains more than 0.2% lead shall be used for installation or repair of any water supply which provides water for human use.

V.

The Water Utilities Department will maintain a copy of this Contract as long as the Owner and/or the premises are connected to the Water Utilities Department. Additional requirements are listed below:

1. Owner shall have their property inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by a qualified inspector acceptable to the Water Utilities Department annually, or when there is reason to believe the cross-connection or other potential contamination hazards exist due to changes to the private water distribution facilities.
2. Owner shall notify the Water Utilities Department in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the annual re-inspection.
3. Owner shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on their premises.
4. Owner shall, at their expense, properly install, test annually, and maintain any backflow prevention device required by the Water Utilities Department. Copies of all testing and maintenance records shall be provided to the Water Utilities Department by July 30 of each year or date of annual testing schedule.

VI.

Owner will be responsible for chlorine and coliform monitoring within each of the Units in accordance with State regulations and guidelines. The City will supply coliform sample bottles and perform the test. The Owner will perform the chlorine test and report results with the coliform sample collected to the City. If the Owner is identified as a Public Water System by the State then all testing and reporting requirements to the State as a Public Water Supply System will be the

responsibility of the Owner. The City will provide annually the Consumer Confidence Report for its distribution. In the event of a change in treatment or distribution such as utilizing treated water other than City supply, Owner agrees to promptly report to the City.

VII.

Owner agrees to comply with applicable City Code of Ordinances including the sewer use ordinance regarding the discharge of industrial wastewater. Owner will only discharge wastewater when approved and authorized by the City in accordance with local, State, and Federal requirements as described in the wastewater discharge permit.

VIII.

Owner will have the same rates for water and sewer services as established from time-to-time by the City Council for inside the City of Beaumont.

IX.

This Contract shall be for a period of **12 months** from and after the date of execution and shall continue there after year to year until either party gives **30 days** written notice of intent to terminate this agreement.

X.

Owner may, from time to time, convey or assign this Contract with respect to all or any part of the land contained within Owner's property boundaries, and the assignee or assignees shall be bound by this Contract. Upon prior approval by the City Council, of the assignee or assignees, and only upon the condition that the assignee or assignees assume the liabilities, responsibilities and obligations under this Contract with respect to the land involved in the assignment or assignments, or as may be otherwise approved by the City Council.

In connection with this Contract, official addresses for the notification shall be:

A. City Manager
City of Beaumont
801 Main Street
Beaumont, Texas 77701

B. County Judge
Jefferson County, Texas

Any changes in said addresses may be made by notifying the other parties by certified mail of the new or changed contact person and/or address.

XI.

This Service Agreement represents the entire and integrated Contract between the City of Beaumont and Jefferson County and supersedes all prior negotiation, representatives, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the City of Beaumont and Jefferson County, Texas.

IN WITNESS WHEREOF, the City of Beaumont has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the municipal corporate seal of said City to be hereunto affixed, and the Customer, Jefferson County, Texas acting by its Authorized Representative, does now sign, execute, and deliver this document.

Executed this day 8th of December, 2021.

Kyle Hayes,
City Manager

Jefferson County, Texas
Authorized Representative

RESOLUTION NO. 21-325

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a contract between the City of Beaumont and Jefferson County related to potable drinking water services and sanitary sewer services to the Jefferson County Correctional Facility for a one (1) year term commencing from and after the date of execution and continuing thereafter year to year until either party gives thirty (30) days written notice of intent to terminate the contract. The contract is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 7th day of December, 2021.

Robin Mouton

- Mayor Robin Mouton -

THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS

Resolution

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

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 14th day of December, 2021, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, Karen Whynot, has devoted 28 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Karen Whynot served admirably in the position as Assistant Director of Property Taxes for Jefferson County; and,

WHEREAS, Karen Whynot dedicated her talents and services to the sometimes overwhelming task of collecting property taxes. She also used her talent assisting with the many other activities necessary for the daily functioning of the Jefferson County Tax Office;

WHEREAS, Karen Whynot will always be remembered for her buttermilk pies and her love of gardening.

WHEREAS, Karen Whynot is loved and will be sorely missed by her co-workers and taxpayers;

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Karen Whynot** for her dedicated service of Jefferson County and wishes her well in her retirement.

SIGNED this 14 day of December, 2021.

JUDGE JEFF R. BRANICK
County Judge

VERNON PIERCE
Commissioner, Pct. #1

MICHAEL S. SINEGAL
Commissioner, Pct. #3

DARRELL W. BUSH
Commissioner, Pct. #2

EVERETTE D. ALFRED
Commissioner, Pct. #4

Ovation SERVICES

October 4th, 2021

Jefferson County Tax Assessor Collectors Office
Po Box 2112
Beaumont, Tx 77704-2112

Dear Honorable Allison Nathan Getz,

Ovation Financial Services, LP ("Company" or "Ovation") is a property tax lender in the state of Texas licensed under the Office of Consumer Credit Commissioner (OCCC). Our Company was established in 2011 and to date has helped Texan's pay their property taxes and stay in their homes with nearly 36,000 loans and 50,000+ tax lien transfers. I write to you today to ask for your help in meeting the requests of our borrowers by reducing in person contact and respecting the on-going pandemic.

We understand that the rules and regulations put in place by the State of Texas, and by you as an elected official of your county, were meant to protect Texans from problems that can occur with remote loan closings and remote notarization. However, we have been working diligently with DocuSign, one of the most trusted brands in remote signings, to develop a remote online notarization process that we believe addresses all the rules and regulations in your county as well as in the State of Texas. Before continuing, I have pasted a URL that will show you the latest demonstration of the remote online notary program we would like to implement. The video is less than four minutes long and explains how many of the concerns of both officials and consumers are addressed.

https://view.highspot.com/viewer/60e88697c79c522512eb4d4f

As you can see from the video, one of the primary objectives of a notarization is to ensure that the individual who is signing the document is in fact the correct individual. Further, it ensures that the individual is not being coerced into signing the document. This is addressed first by the potential borrower entering basic identification information. From there, the individual is prompted to take a photo of their state issued identification using any cell phone or computer camera which is then compared to DocuSign's proprietary database to ensure parameters are met with respect to the ID being legitimate. The borrower will also be asked to answer identification questions stemming from the LexisNexis database which has partnered with Login.gov to deliver the most accurate digital identity assessment available. Most notably, the aim of the partnership between LexisNexis and Login.gov is to assist in delivering web and mobile services to citizens as digital transformations sweep through the government sector.

The digital transformation, the wake of the pandemic and the availability of technologies to assist in how governments and businesses operate, now and in the future, was the catalyst that has led us to writing you. We know that remote online notary is acceptable to the State of Texas, however, we also understand that counties administer themselves on day-to-day operations including acceptance of electronically notarized and recorded documents.

What we ask is for your county to formally accept or reject notarizations on tax lien transfers and the associated document recordings, that were performed using the remote online notary technology demonstrated above. Specifically for Ovation, this would mean that we would record documents in your county with a State of Texas notary seal from one of our in-house notaries who met real-time with the individual signing the document via secure video conference and verified the state issued identification only after the individual successfully passed the LexisNexis identification process. Each of these sessions would be recorded and stored by Ovation with all the loan and legal documents should the signature be contested.

We understand and are empathetic to both consumers, businesses, and other stakeholders when it comes to accepting new technologies. Like any other individual or entity, we must be agile and adapt to the changes in the

market as they arise. Further, county governments and county officials live and work in their local communities and are able to understand and respond to the problems and priorities of their local communities; the adage of "Neighbors helping neighbors". We believe that this technology meets all rules and regulations, conforms to consumer preferences, and will benefit all counties by helping our Company continue to originate loans and pay outstanding taxes so that constituents are not harmed by collection shortfalls across the state.

As to not over burden you with this request, and with respect to your time, I have included the pertinent rules below should you wish to read the rules and regulations to which we refer. We greatly appreciate you taking the time to consider our request and we look forward to hearing from you very soon on whether you will accept or reject these documents.

Thank you,

Torrey Potter, Director of Accounting & Finance, Chief Compliance Officer
Ovation Financial Services
8401 Datapoint Dr., Suite 1000
San Antonio, TX 78229

Email: torrey@ovationfinancialservices.com
Phone: 210-798-8722

Relevant Rules and Regulations

Title 4, Subtitle A, Chapter 406, Subchapter C - Online Notary Public of the Texas Government Code
(https://statutes.capitol.texas.gov/Docs/GV/htm/GV.406.htm)

Title 1, Part 4, Chapter 87, Subchapter H – Minimum Requirements for Online Notarizations of the Texas Administrative Code
(https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=1&pt=4&ch=87&sch=H&rl=Y)

Title 6, Chapter 121 – Acknowledgements and Proofs of Written Instruments of the Texas Civil Practice and Remedies Code
(https://statutes.capitol.texas.gov/Docs/CP/htm/CP.121.htm)

Title 6, Subtitle B, Chapter 191 – General Records Provisions Affecting Counties of the Texas Local Government Code
(https://statutes.capitol.texas.gov/Docs/LG/htm/LG.191.htm#191.007)

Title 6, Subtitle B, Chapter 195 – Electronic Filing of Records with and Recording by County Clerk of the Texas Local Government Code
(https://statutes.capitol.texas.gov/Docs/LG/htm/LG.195.htm#195)

Ovation SERVICES

Ovation Financial Services, LP
Attn: Elizabeth Lucio
8401 Datapoint Dr, Suite 1000
San Antonio, TX 78229

We would like to thank you for responding to our letter regarding remote online notarizations! Your participation will help us in serving our borrowers and your constituents. A return envelope has been enclosed for your convenience.

The County of Jefferson will:

_____ Accept remote online notarizations

_____ NOT accept remote online notarizations

Thank you,

Name: _____
Jeff R. Branick
Title: County Judge

BEAUMONT
TEXAS

December 7, 2021

PEPE DOMINGUEZ
JEFFERSON COUNTY ENGINEERING
1149 PEARL 5TH FL
BEAUMONT TX 77701

ETJ plat

Dear Mr. Dominguez:

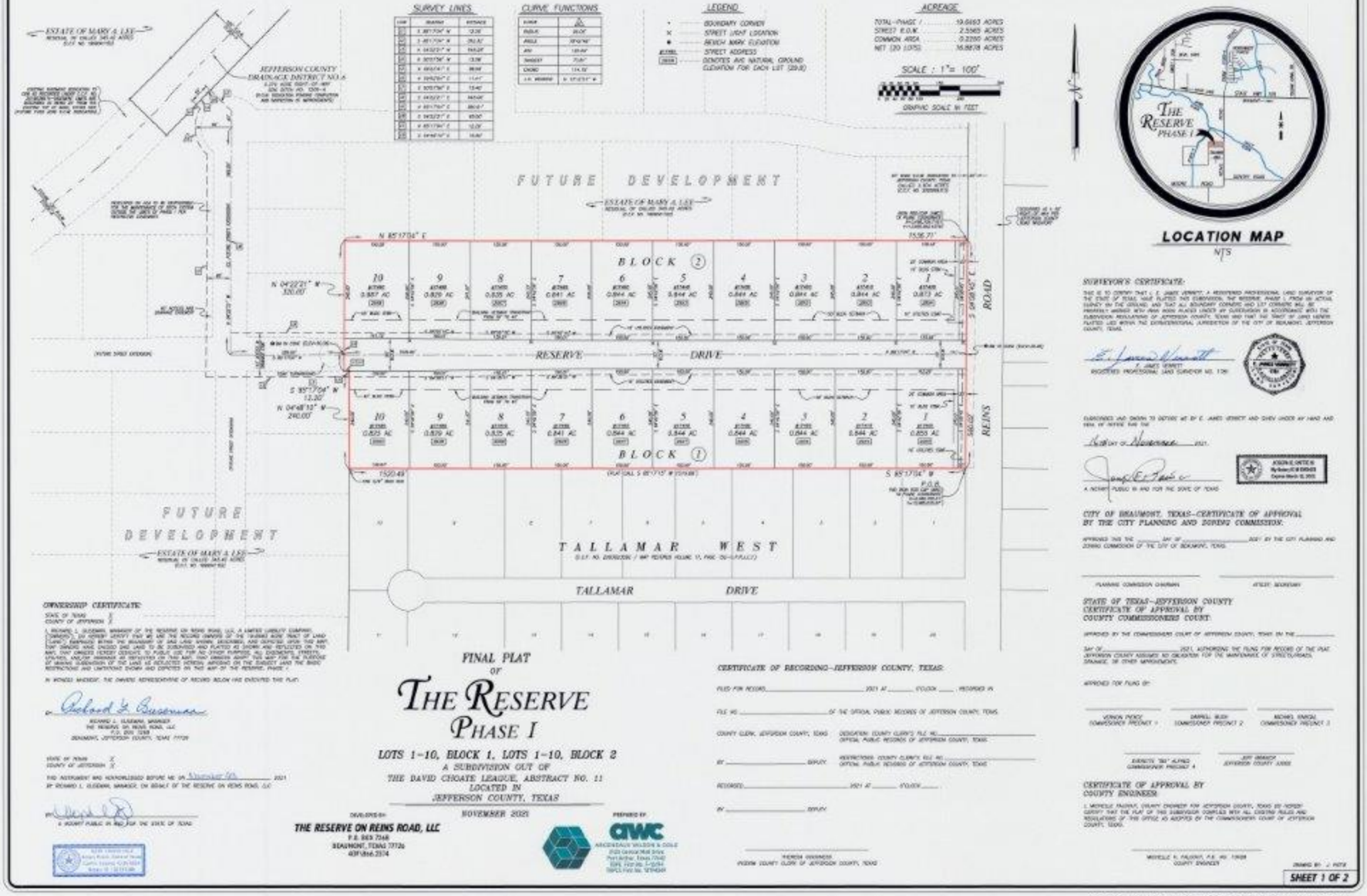
Please see the enclosed Plat of The Reserve, Phase 1. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at adina.josey@beaumonttexas.gov.

Thank you,

Adina Josey
Senior Planner

PLANNING & COMMUNITY DEVELOPMENT
T 409.880.3100
F 409.880.3110
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov


SURVEY LINES
CURVE FUNCTIONS
LEGEND
BOUNDARY CORNER
STREET LIGHT LOCATION
BENCH MARK ELEVATION
STREET ADDRESS
DENOTES AVG NATURAL GROUND ELEVATION FOR EACH LOT (29.8)
ACREAGE
TOTAL-PHASE I ..... 19.6493 ACRES
STREET R.O.W. ..... 2.5565 ACRES
COMMON AREA ..... 0.2200 ACRES
NET (20 LOTS) ..... 16.8928 ACRES
SCALE : 1"= 100'
GRAPHIC SCALE IN FEET
ESTATE OF MARY A. LEE
JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
FUTURE DEVELOPMENT
BLOCK (2)
BLOCK (1)
RESERVE DRIVE
REINS ROAD
TALLAMAR WEST
TALLAMAR DRIVE
N 85°17'04" E 1506.27'
S 85°17'04" W 1520.49'
N 04°22'21" W 320.00'
S 04°48'10" E 320.00'
S 95°17'04" W 12.30'
N 04°48'10" W 240.00'
P.O.B.
LOCATION MAP
NTS
THE RESERVE PHASE I
SURVEYOR'S CERTIFICATE:
OWNERSHIP CERTIFICATE:
STATE OF TEXAS
COUNTY OF JEFFERSON
RICHARD L. ELSEMAN, MANAGER
THE RESERVE ON REINS ROAD, LLC
P.O. BOX 7268
BEAUMONT, JEFFERSON COUNTY, TEXAS 77726
CITY OF BEAUMONT, TEXAS--CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION.
PLANNING COMMISSION CHAIRMAN
ATTEST: SECRETARY
STATE OF TEXAS-JEFFERSON COUNTY CERTIFICATE OF APPROVAL BY COUNTY COMMISSIONERS COURT:
VERNON CHISM COMMISSIONER PRECINCT 1
DARRELL BUSH COMMISSIONER PRECINCT 2
MICHAEL SIMON COMMISSIONER PRECINCT 3
DERRICK "DEE" ALFRED COMMISSIONER PRECINCT 4
JEFF BRANICK JEFFERSON COUNTY JUDGE
CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:
MICHELLE H. FALGOUT, P.E. NO. 119439
COUNTY ENGINEER
CERTIFICATE OF RECORDING--JEFFERSON COUNTY, TEXAS:
FILED FOR RECORD
FILE NO.
COUNTY CLERK, JEFFERSON COUNTY, TEXAS
DEPUTY
RECORDED
BY
DEPUTY
JEFFERSON COUNTY CLERK
JEFFERSON COUNTY, TEXAS
FINAL PLAT OF
THE RESERVE PHASE I
LOTS 1-10, BLOCK 1, LOTS 1-10, BLOCK 2
A SUBDIVISION OUT OF
THE DAVID CHOATE LEAGUE, ABSTRACT NO. 11
LOCATED IN
JEFFERSON COUNTY, TEXAS
NOVEMBER 2021
DEVELOPED BY:
THE RESERVE ON REINS ROAD, LLC
P.O. BOX 7268
BEAUMONT, TEXAS 77726
409.866.2374
PREPARED BY:
ARCHER&WILSON & DALE
SHEET 1 OF 2

Resolution

STATE OF TEXAS § COMMISSIONER'S COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 14th day of December, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following resolution was adopted:

WHEREAS, **LINDA MCMAHEN** has devoted 15 years and 7 months of her life to serving the people of Jefferson County with pride and professionalism; and

WHEREAS, **LINDA MCMAHEN** began her career with Jefferson County with the Historical Commission on April 25, 2006, as the Coordinator; and has gained knowledge and experience throughout her tenure; and

WHEREAS, **LINDA MCMAHEN,** known for her high standards of professionalism and personal integrity, won the respect of her colleagues, citizens, and other county employees; and

WHEREAS, **LINDA MCMAHEN,** has devoted herself to the mission of the Historical Commission to preserve, protect, and promote the rich history of Jefferson County; and

WHEREAS, **LINDA MCMAHEN**, a devoted wife and mother, will be enjoying her family, friends, and travel in her retirement; and

WHEREAS, having made a significant contribution to the Jefferson County Historical Commission, **LINDA MCMAHEN** 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; and

NOW THEREFORE, **BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **LINDA MCMAHEN** for her dedicated service as an employee of Jefferson County and wishes her well in her retirement.

SIGNED this 14th of December, 2021.

JUDGE JEFF R. BRANICK
County Judge

VERNON PIERCE
Commissioner, Pct. #1

MICHAEL S. SINEGAL
Commissioner, Pct. #3

DARRELL W. BUSH
Commissioner, Pct. #2

EVERETTE D. ALFRED
Commissioner, Pct. #4

IN THE COMMISSIONERS COURT

OF

JEFFERSON COUNTY, TEXAS

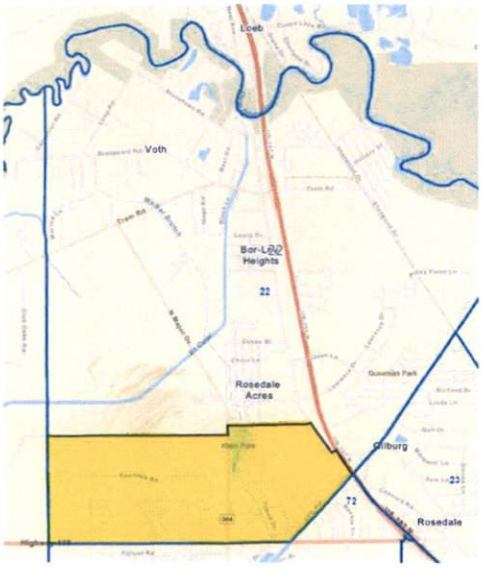
ORDER CONFORMING ELECTION PRECINCTS
TO REVISED COMMISSIONERS COURT PRECINCTS

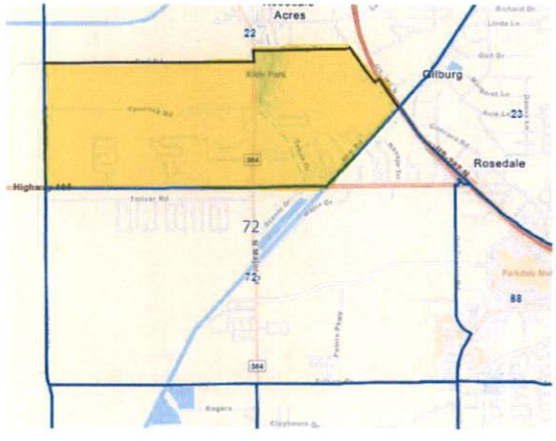
BE IT REMEMBERED, that on the 16th day of November, 2021, the Commissioners Court of Jefferson County, Texas, adopted revised boundaries for its Commissioners Court precincts, pursuant to Article V, Section 18 of the Texas Constitution, §81.021 of the Texas Local Government Code, and Chapter 42 of the Texas Election Code.

Pursuant to the provisions of Chapter 42, Texas Election Code, the Commissioners Court hereby approves the realignment of County Election Precincts to conform to the newly revised and adopted boundaries of the four Commissioners Court Precincts:

In the map depictions of election precincts below, the blue lines are former boundaries, black lines are new boundaries. Former election precinct territory may appear in blue type, new election precinct numbers in larger black text.

1. Election Precincts 22 and 72 were modified by the redistricting of Commissioners Court Precincts, to move territory formerly in Election Precinct 22 into Election Precinct 72, with the area bounded on the north by Perl Rd. and Griffin Rd., on the west by N. Keith Rd. and on the east by Old Voth Rd. and U.S. 287 N., to join RFD Rd. to Hwy 105 on the South to the point of beginning at N. Keith Rd, as depicted on the attached map. (*area highlighted in yellow on map below moved from Pct. 22 to Pct. 72)*

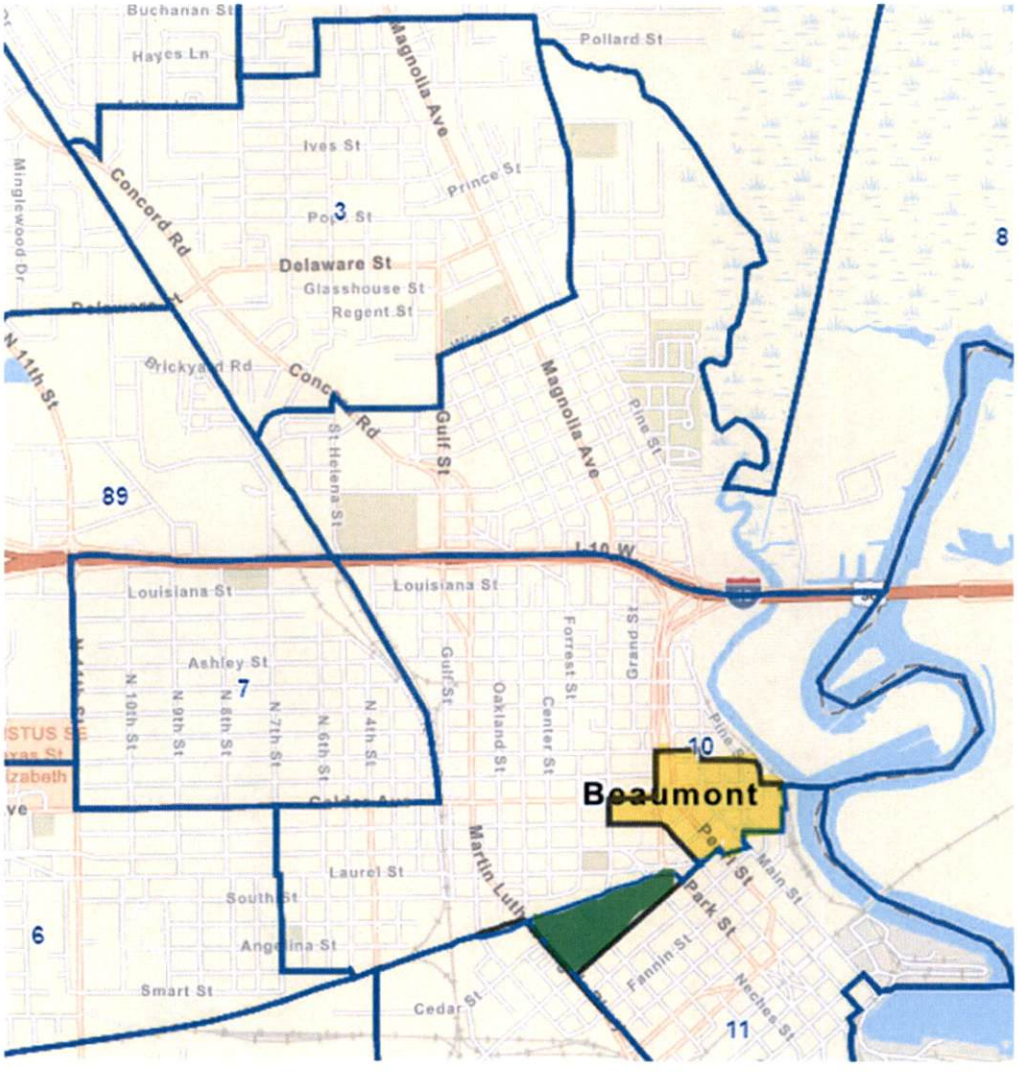




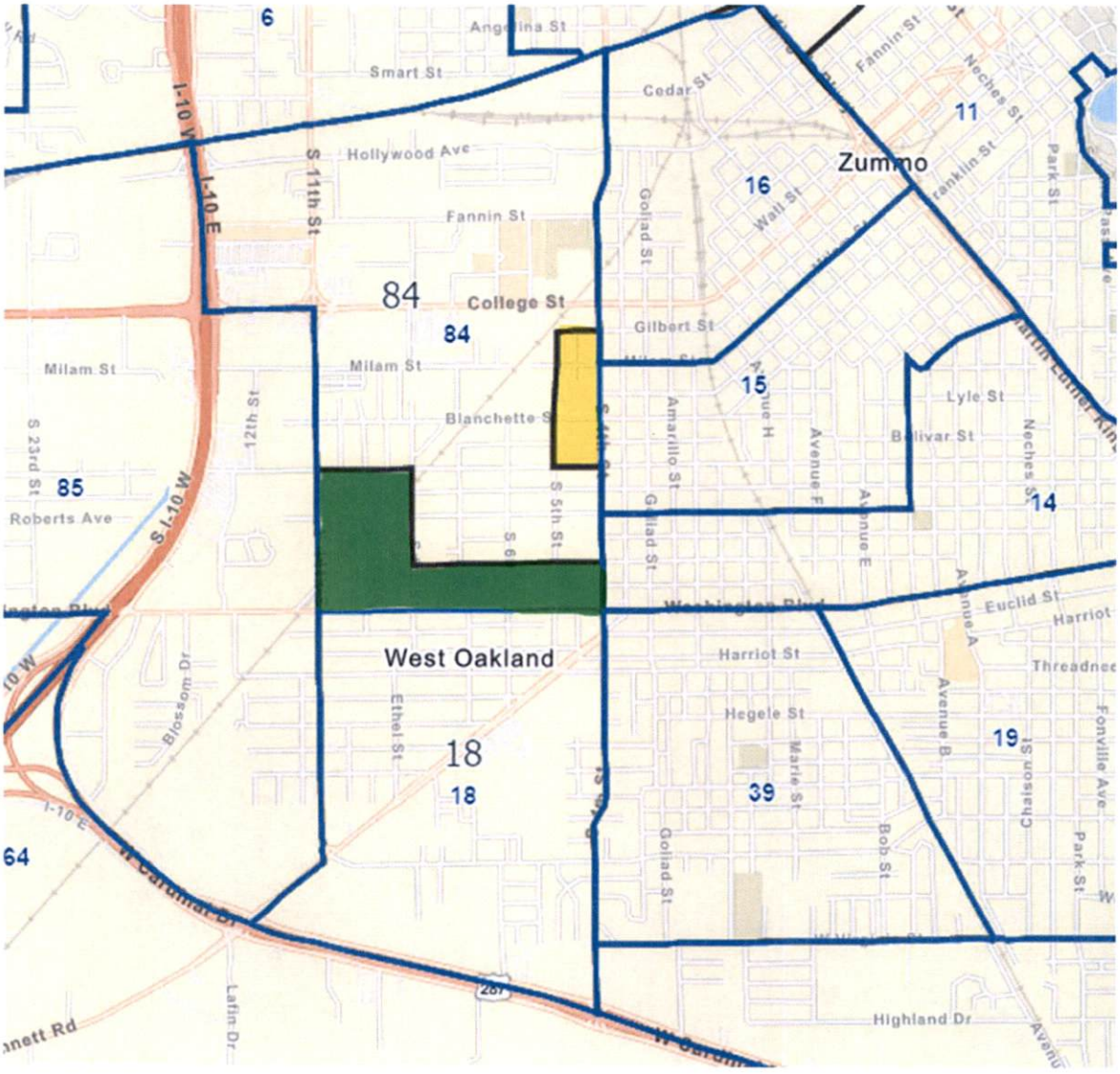
Pursuant to the provisions of Chapter 42, Texas Election Code, the Commissioners Court hereby approves the realignment of County Election Precincts to conform to the newly revised and adopted boundaries of Congressional Districts 14 and 36:

1. Election Precincts 10 and 11 were modified to move territory formerly in Pct. 10 into Pct. 11, with the area bounded in the northwest from Orleans St. at Crockett St., west from Broadway St to Magnolia, north to Calder Ave., east to Willow St. and north to North St., east to Main St., south to Magazine St., east to the Neches River, south to Elizabeth St., and east to N. Cypress St., as depicted on the attached map . *(area highlighted in yellow on map below moved from Pct. 10 to Pct. 11)*

2. Additionally territory formerly in Pct. 11 was moved to Pct. 10, with the area bounded on the east by Martin Luther King, Jr. Pkwy., the west by Park St. south of Laurel, and on the south by Crockett St., as depicted on the attached map. *(area highlighted in green on map below moved from Pct. 11 to Pct. 10)*

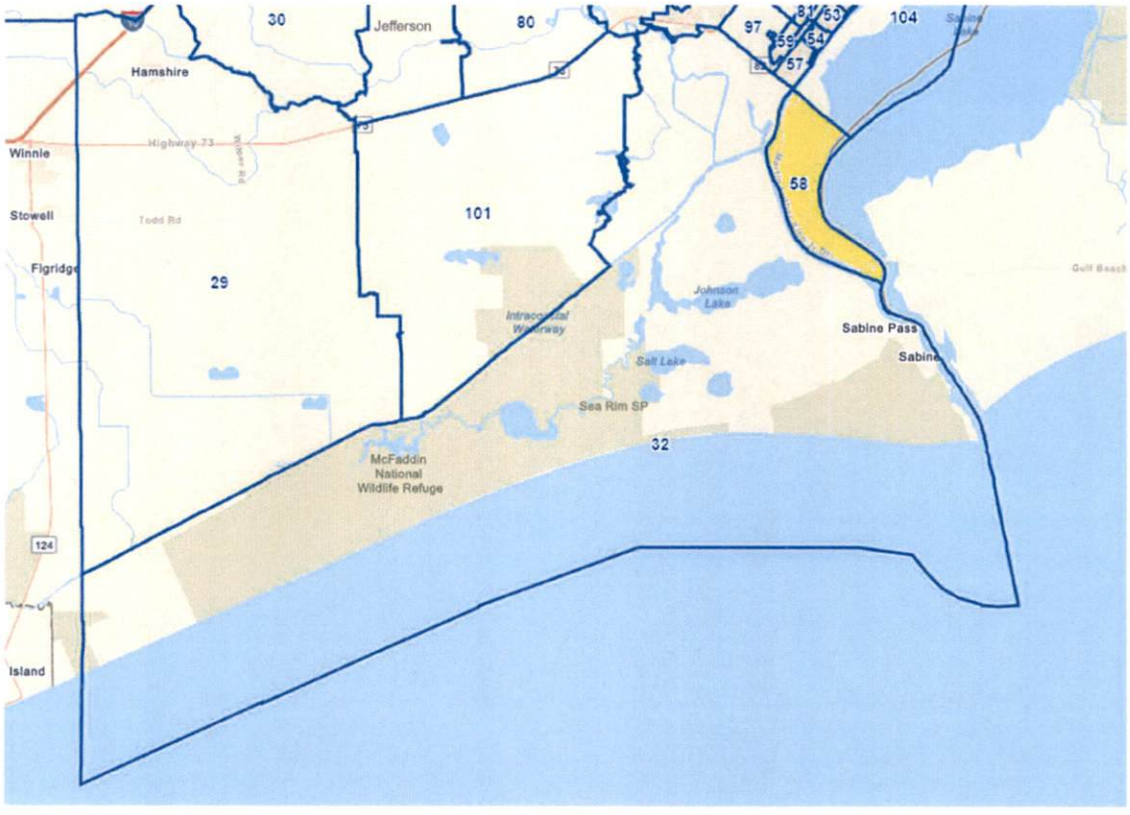


3. Election Precincts 15, 18 and 84 were modified to move territory formerly in Precinct 84 into Pct 15, with the area bounded on the north by Gilbert St., east to S. 4th St., south to Corley Ave., west to S. 5th St., and north to Gilbert St. at the place of beginning; and to move territory formerly in Pct. 84 into Pct. 18, with the area bounded on the north by Corley Ave., east to S. 8th St., south to Terrell Ave., east to S. 4th St., south to Washington Blvd., west to S. 11th St., and north to Corley Ave. at the place of beginning. *(area highlighted in yellow on map below moved from Pct. 84 to Pct. 15, and area highlighted in green moved from Pct. 84 to Pct. 18)*

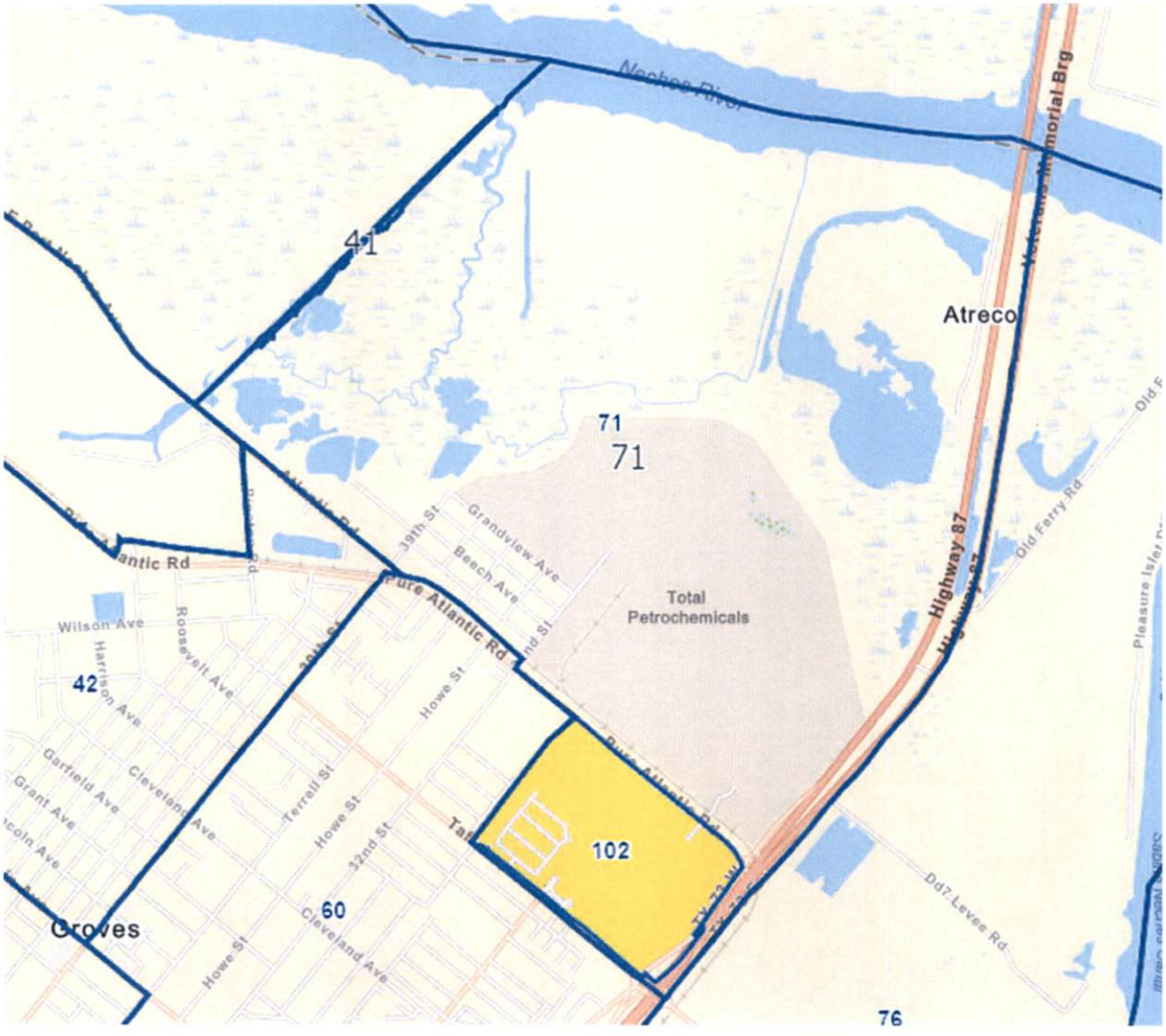


Pursuant to the provisions of Chapter 42.006(a), Texas Election Code, the Commissioners Court hereby approves the realignment of County Election Precincts to address precincts that do not comply with population requirements to contain at least 100 voters.

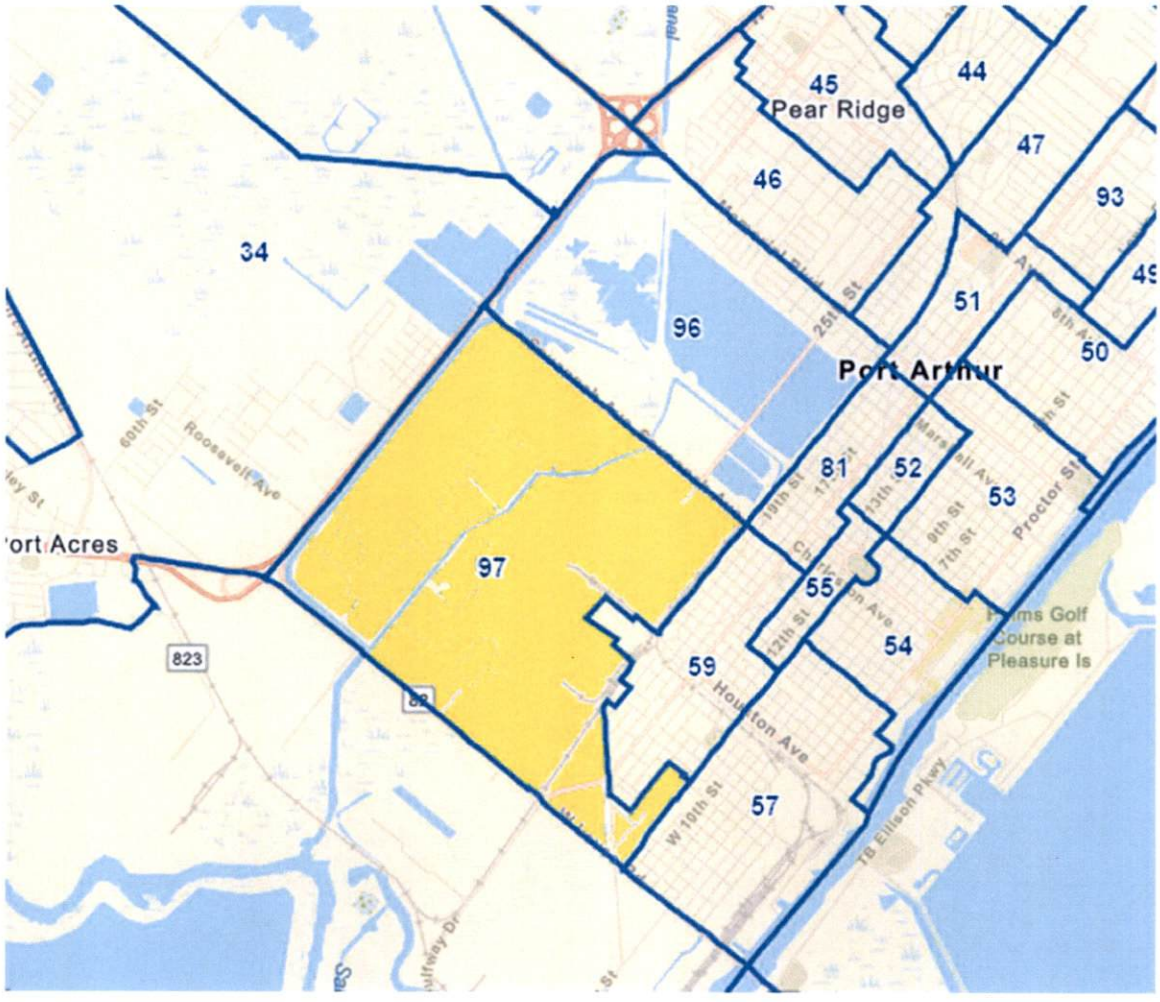
1. Election Precinct 58 (containing 59 voters) was combined with Election Precinct 32 (containing 248 voters) (*area highlighted in yellow combined with Pct. 32*) – **New Election Pct. 32**



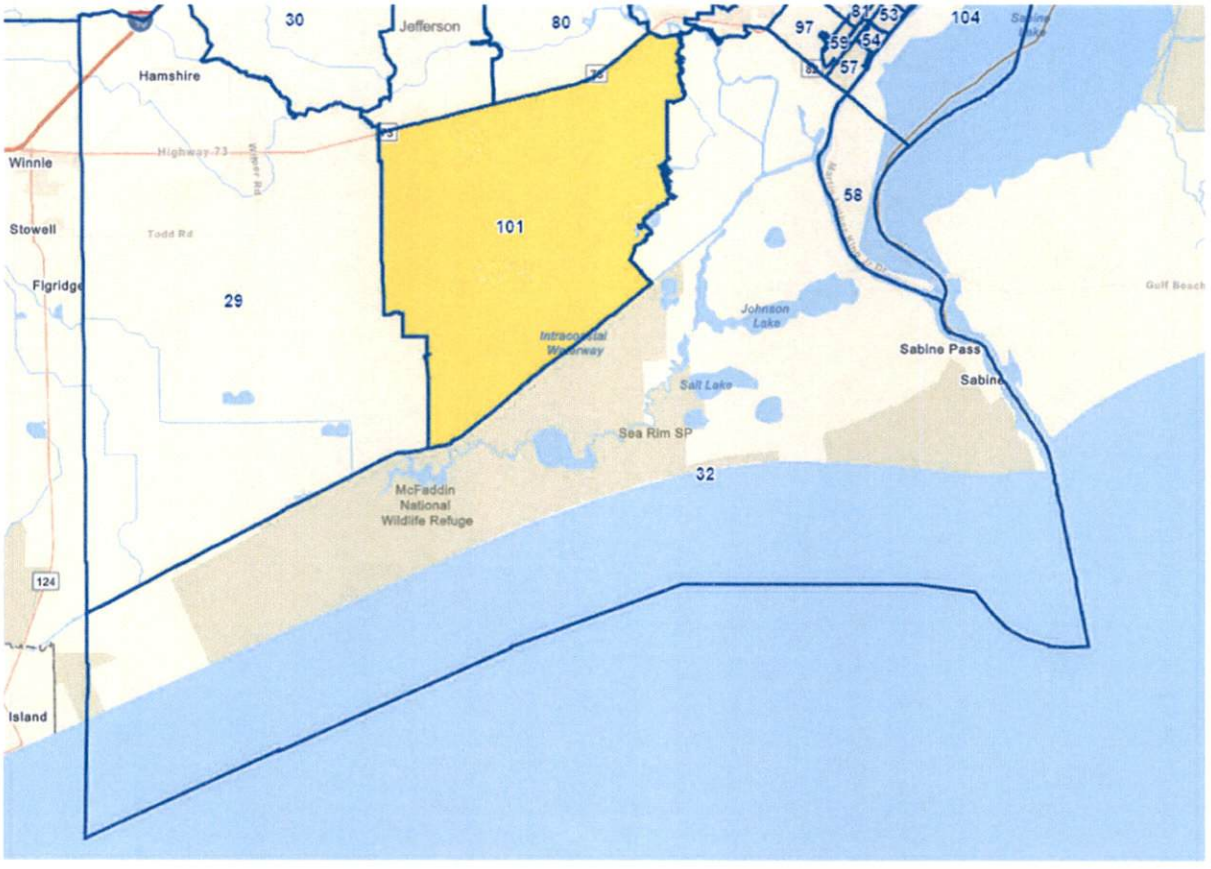
2. Election Pct. 71 (containing 84 voters) was combined with Election Precinct 102 (containing 184 voters). *(area highlighted in yellow combined with Pct. 71)* – **New Election Pct. 71**



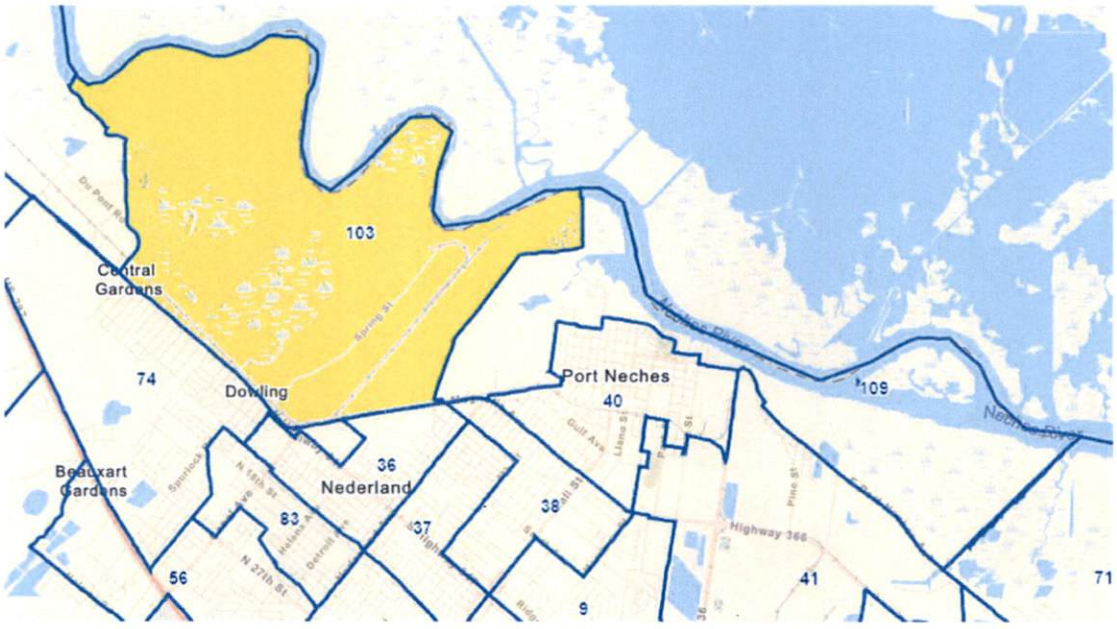
3. Election Precinct 97 (containing 0 voters) was combined with Election Precinct 96 (containing 511 voters) – (*area highlighted in yellow combined with Election Precinct 96*) **New Voting Precinct 96**



4. Election Precinct 101 (containing 0 voters) was combined with Election Precinct 32 (containing 248 voters) (*area highlighted in yellow combined with Pct. 32*) – **New Election Pct. 32**



5. Election Precinct 103 (containing 24 voters) was combined with Election Precinct 109 (containing 276 voters) *(area highlighted in yellow was combined with Pct. 109)* – **New Election Precinct 103**



These voting precinct adjustments result in the elimination of five (5) election precincts to reduce current quantity of 109 voting precincts down to the quantity of 104 voting precincts - Election Voting Precincts 1 – 104, inclusive). This reduction requires the re-numbering of four (4) additional precincts whose boundaries will remain unchanged:

1. Election Pct. 105 to become **New Voting Precinct 97.**
2. Election Pct. 106 to become **New Voting Precinct 101**
3. Election Pct. 107 to become **New Voting Precinct 102**
4. Election Precinct 108 to become **New Voting Precinct 58.**

Attached to this Order and incorporated by reference are maps of the boundaries of each Election Voting Precinct (Voting Pct. 1 -104, inclusive) following redistricting in Jefferson County.

To the extent that any of the foregoing revised election precincts contain territory inside a city with unincorporated territory outside of the affected city, the Commissioners Court, pursuant to §42.007 (1) and (2), finds that either of the two areas (within and without the incorporated city) cannot constitute a separate election precinct of suitable size or shape that contains the permissible number of voters, or cannot be combined with other territory on the same side of the city boundary to form an election precinct of a suitable size or shape that contains the permissible number of voters without causing another election precinct to fail to meet those requirements. The Commissioners Court delegates sufficient discretion to the County Clerk to make such boundary adjustment to

said election precincts to facilitate the effective administration of elections, and to pose the least inconvenience to the voters of the affected election precincts.

The above and foregoing changes to Election Precincts shall take effect January 1, 2022, and will remain in effect until changes by further Order of this Commissioners Court.

Date: 12/14/2021

County Judge

Commissioner, Precinct 1

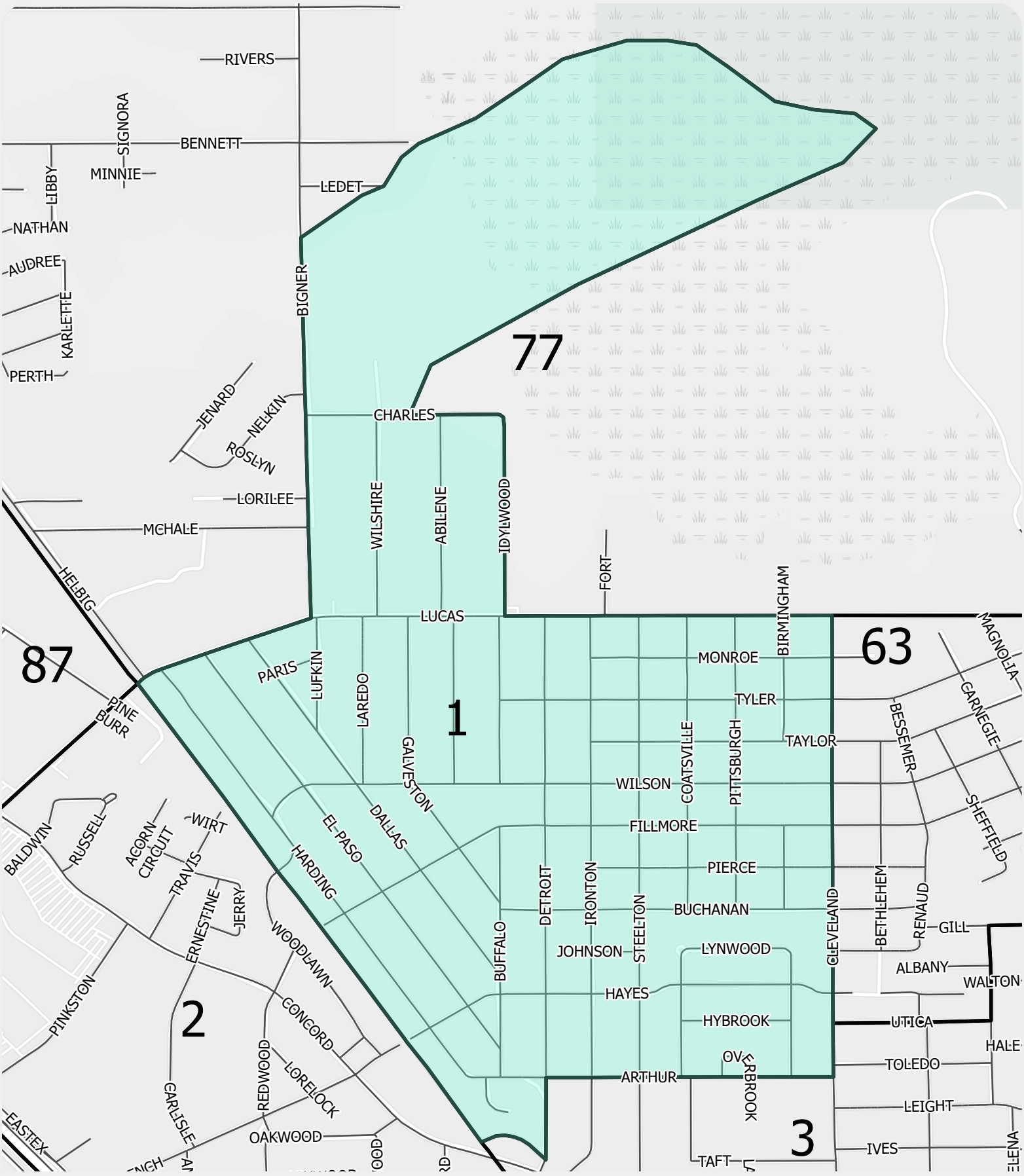
Commissioner, Precinct 2

Commissioner, Precinct 3

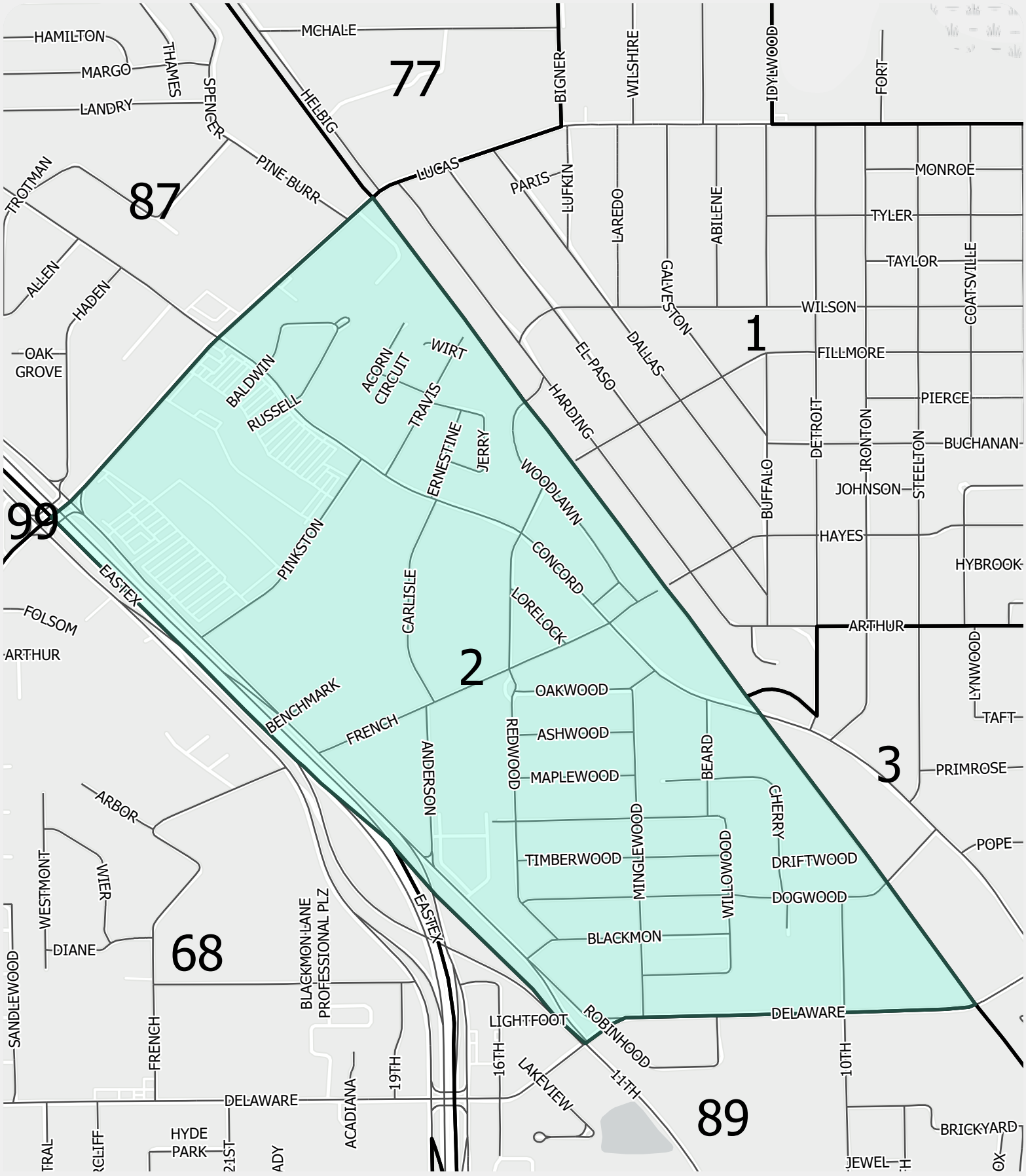
Commissioner, Precinct 4

County Clerk

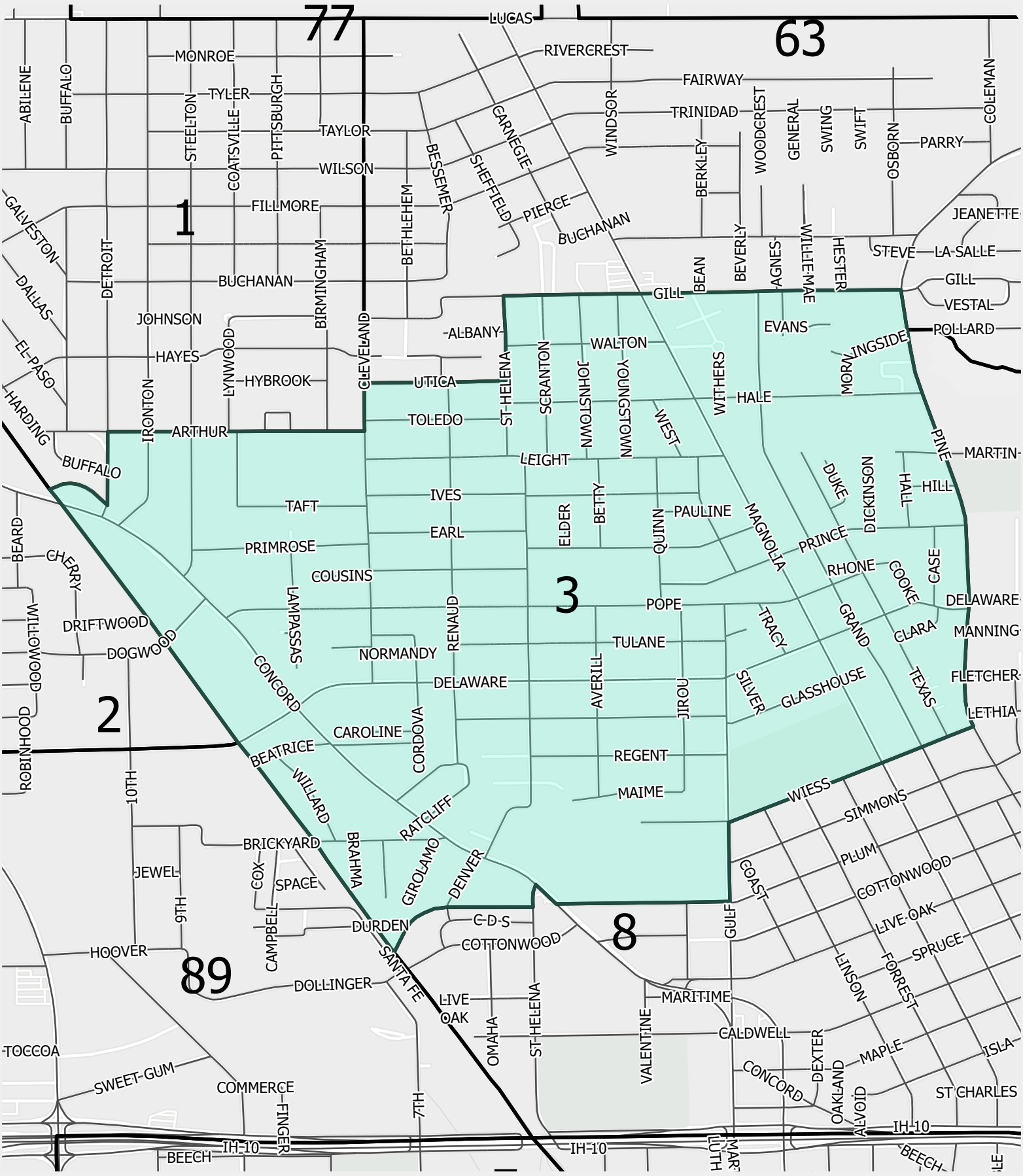
COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS



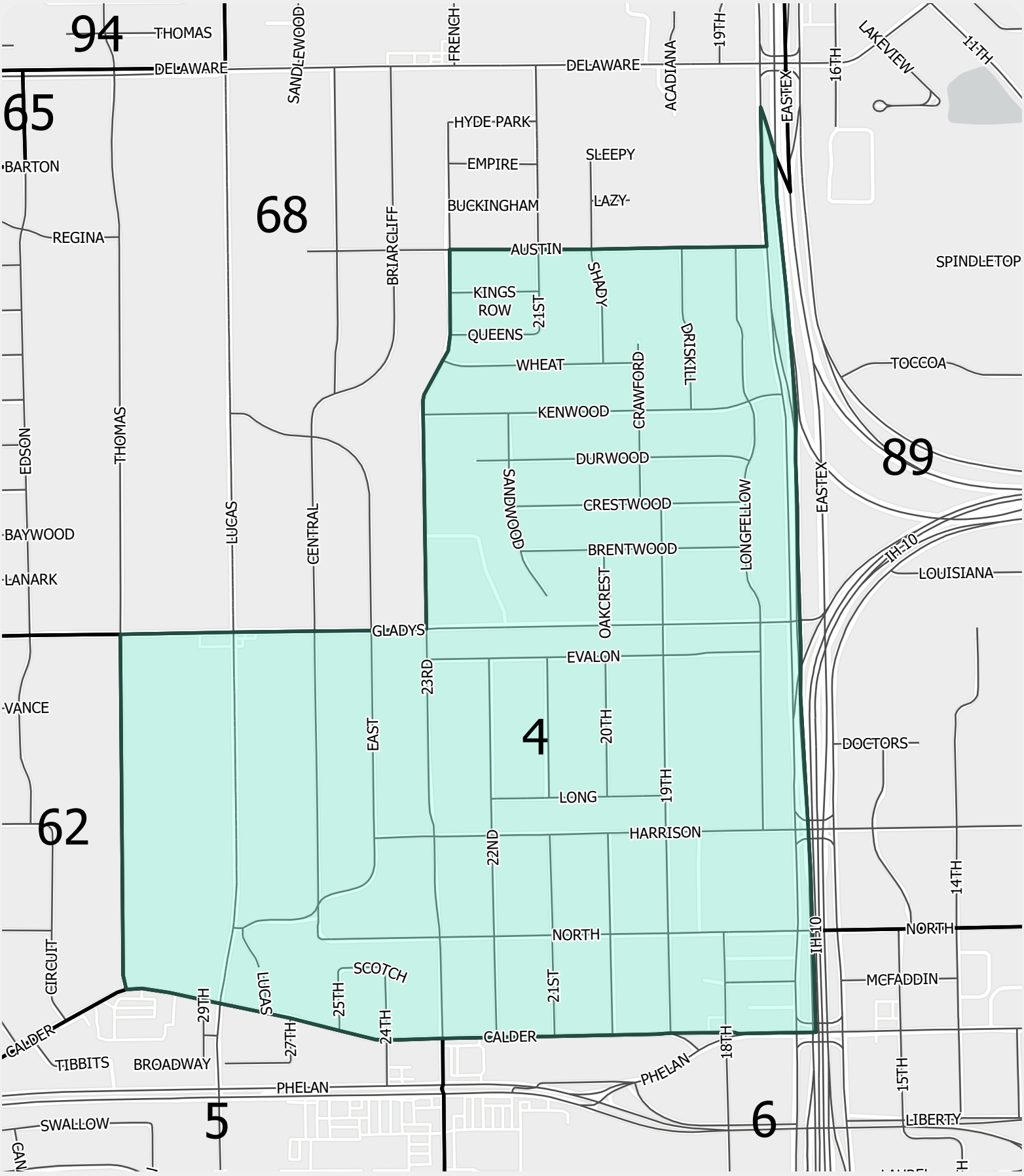
Jefferson County, Texas - Election Precinct No. 1
December 14, 2021



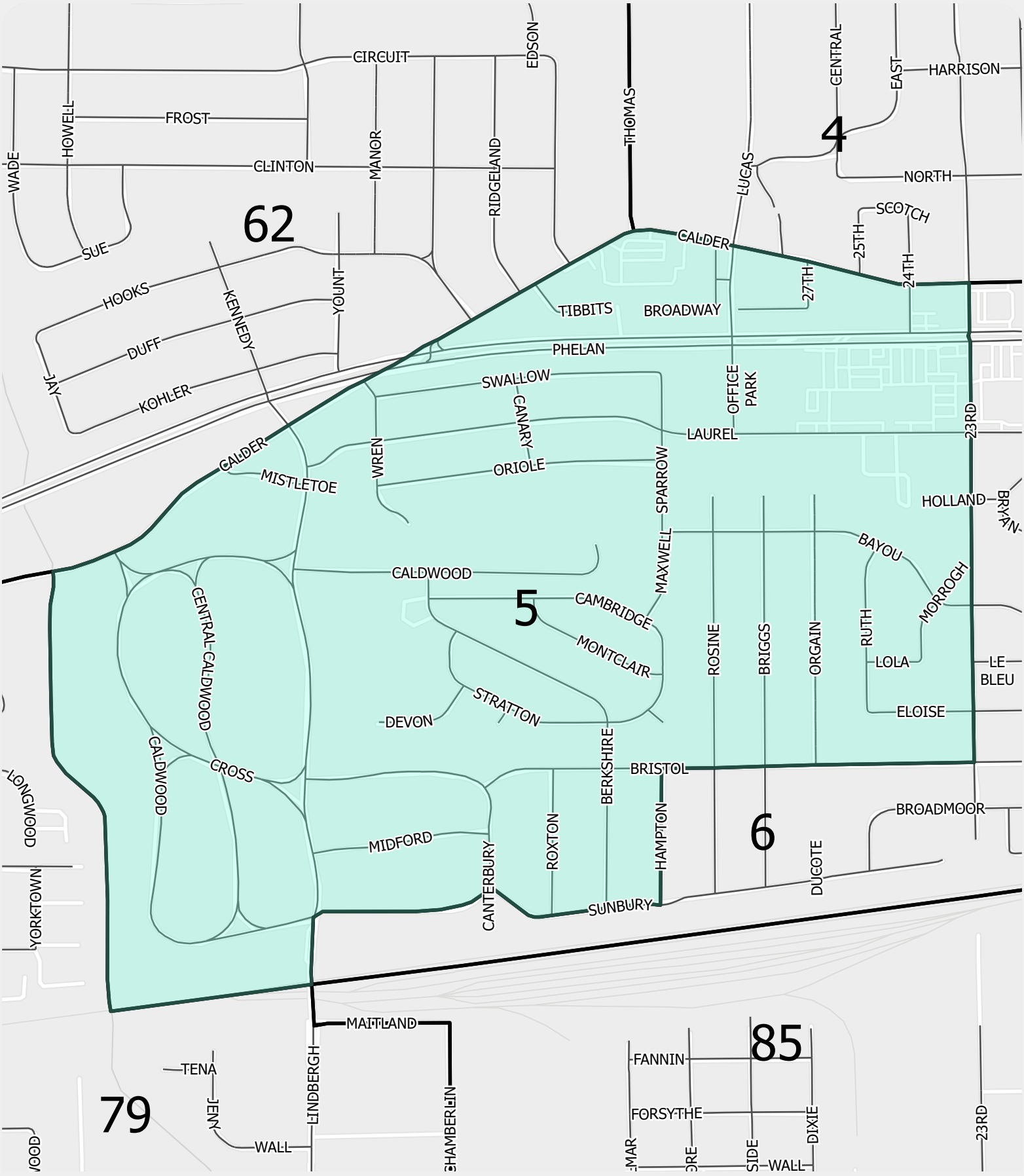
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December 14, 2021



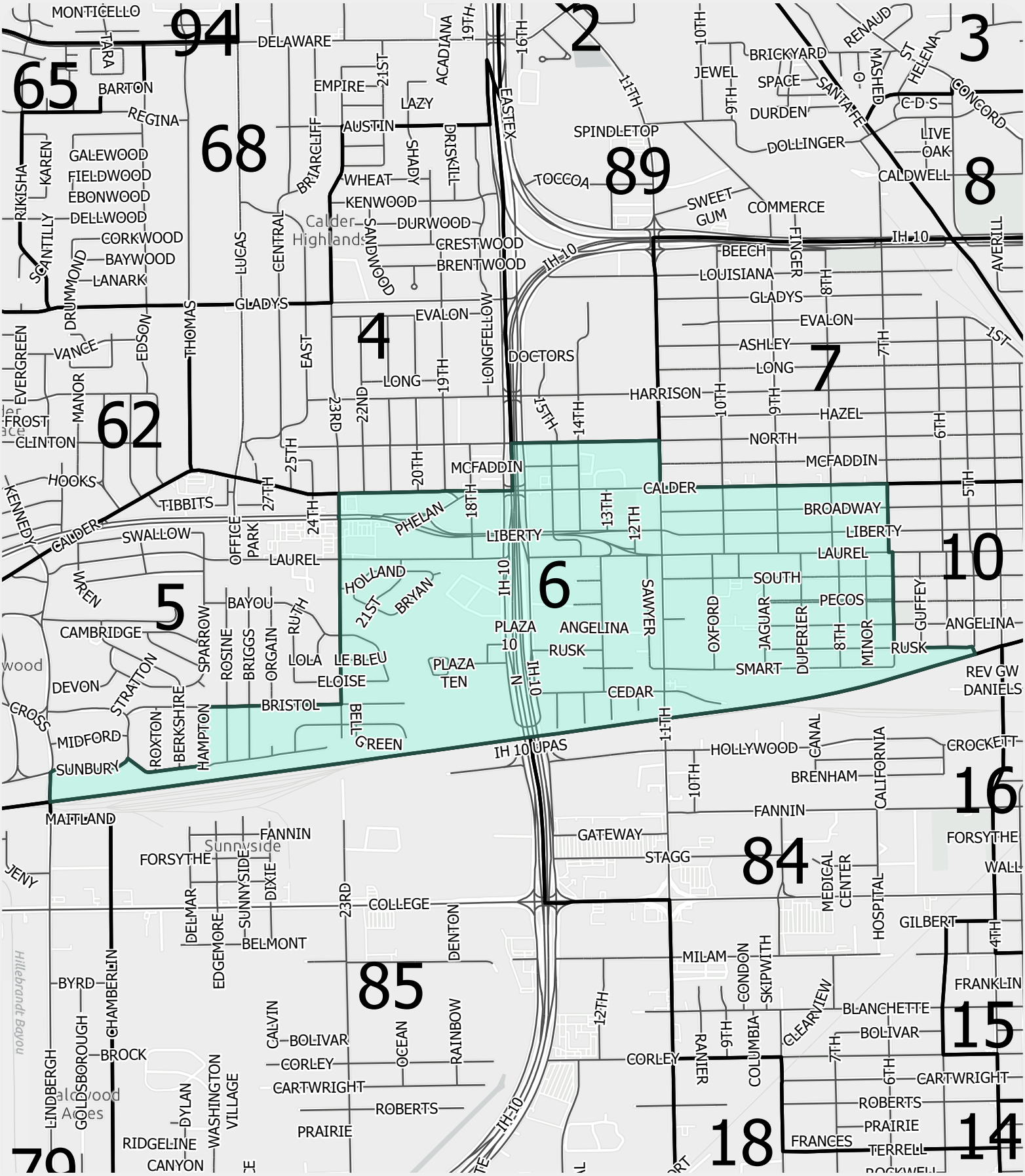
Jefferson County, Texas - Election Precinct No. 3
December 14, 2021



Jefferson County, Texas - Election Precinct No. 4
December 14, 2021

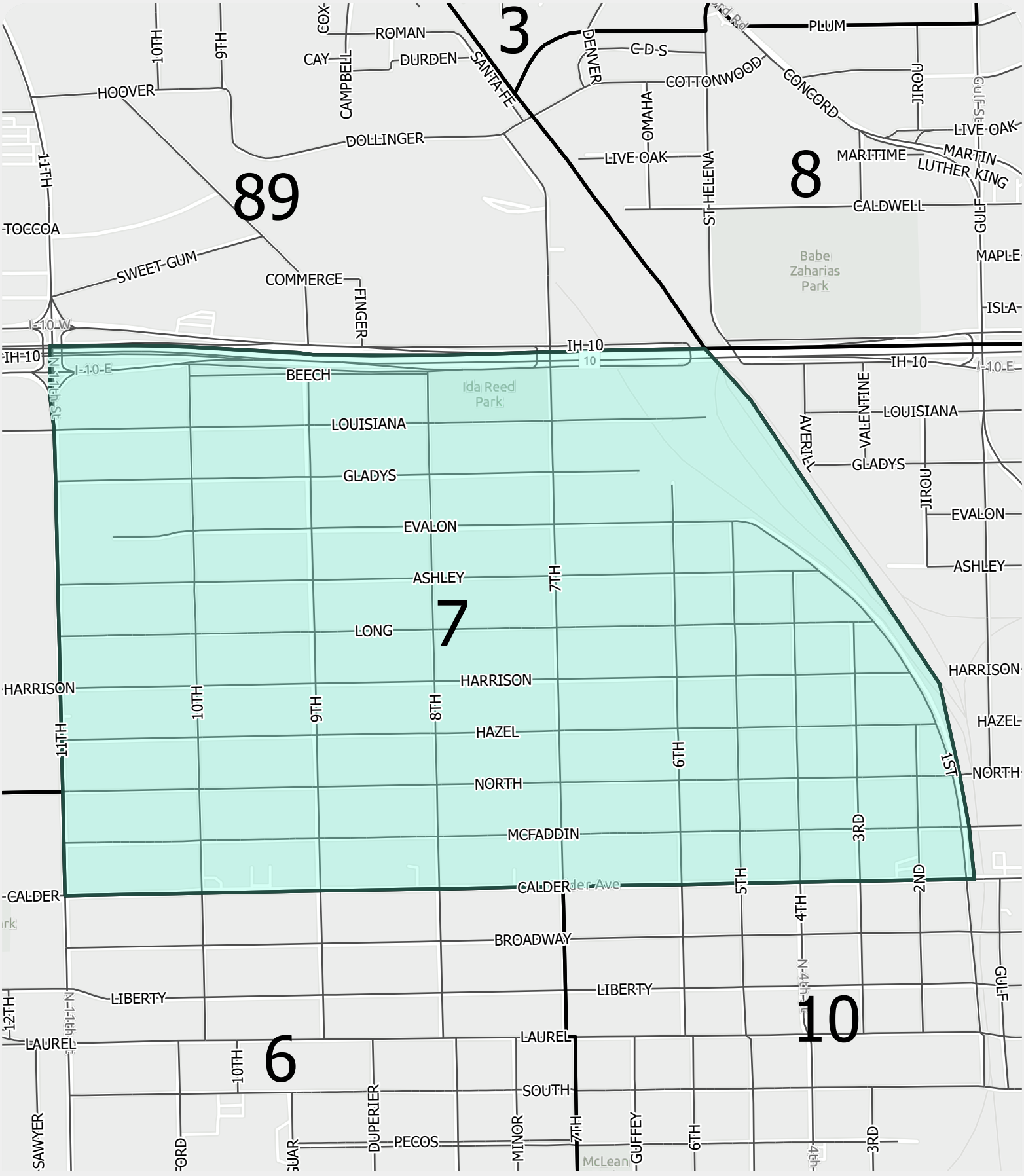


Jefferson County, Texas - Election Precinct No. 5
December 14, 2021

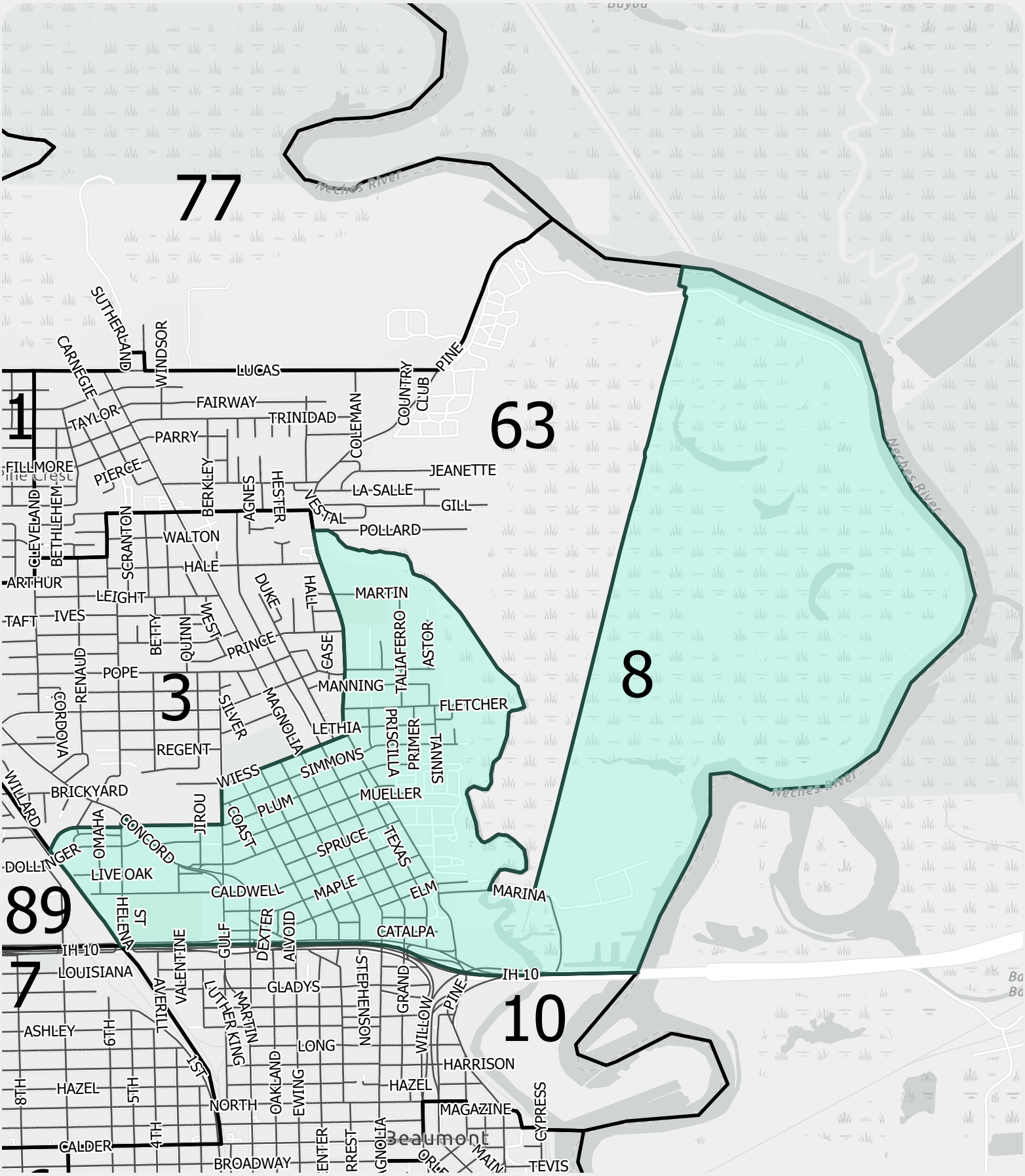


Jefferson County, Texas - Election Precinct No. 6

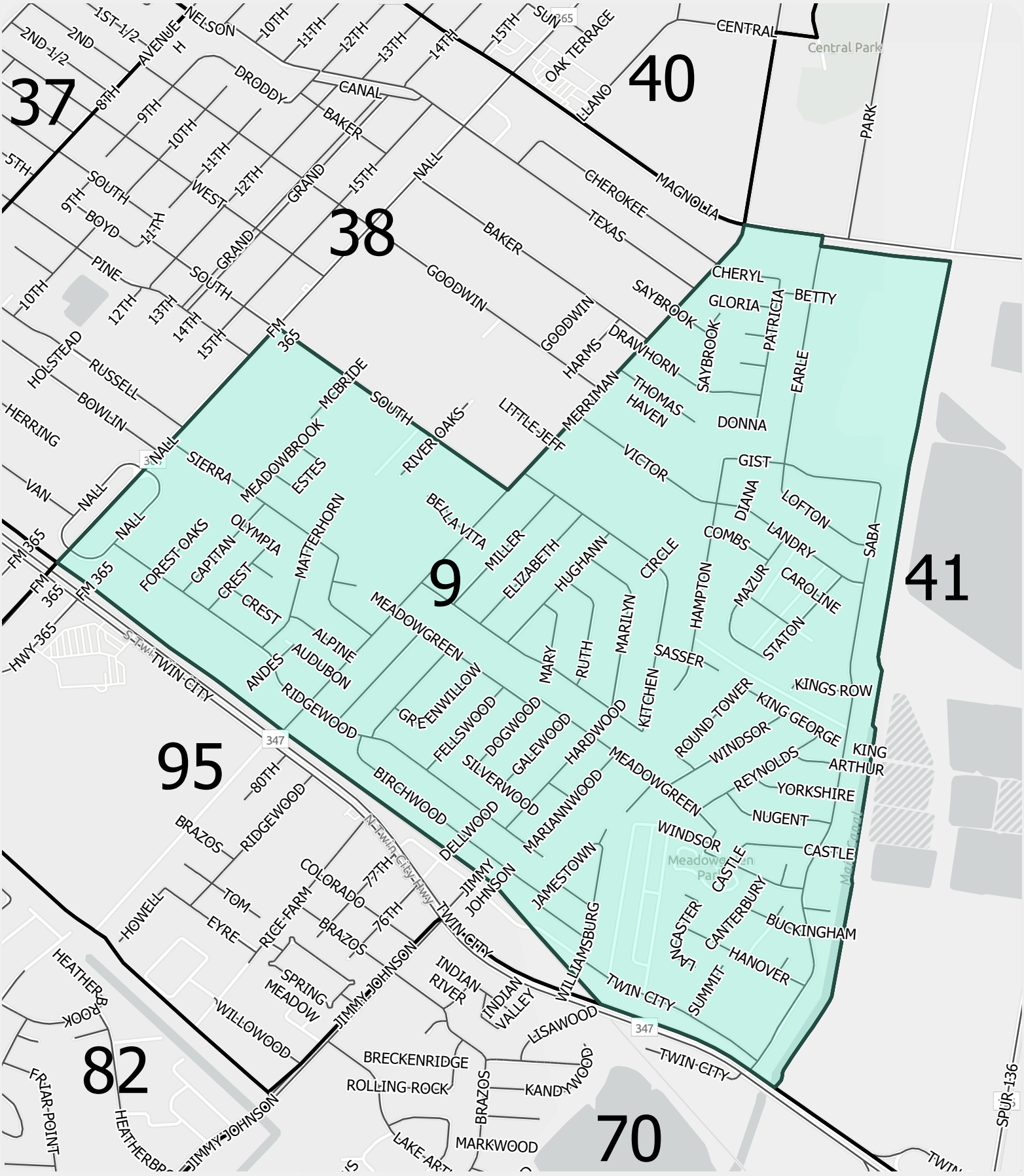
December 14, 2021



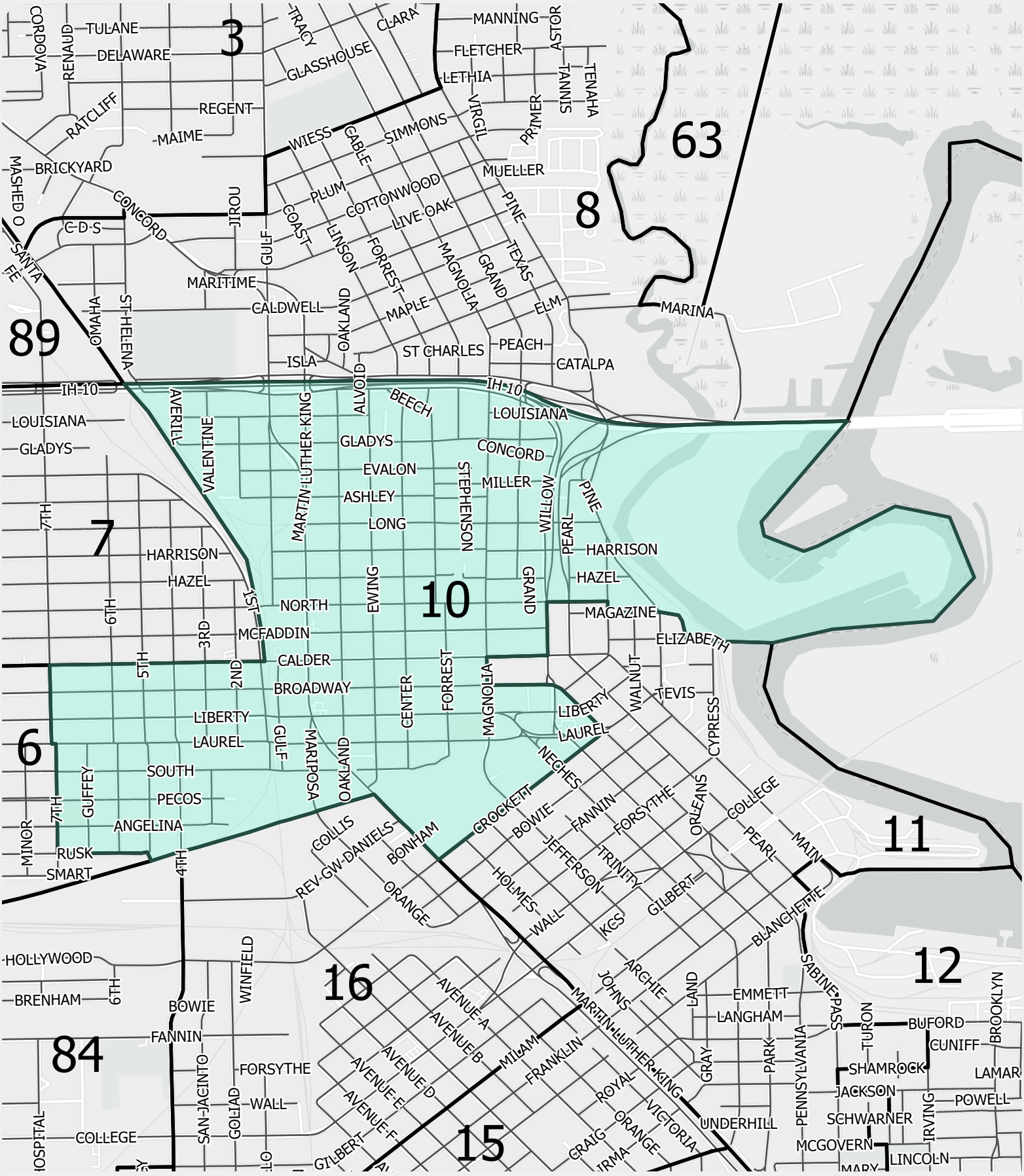
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December 14, 2021



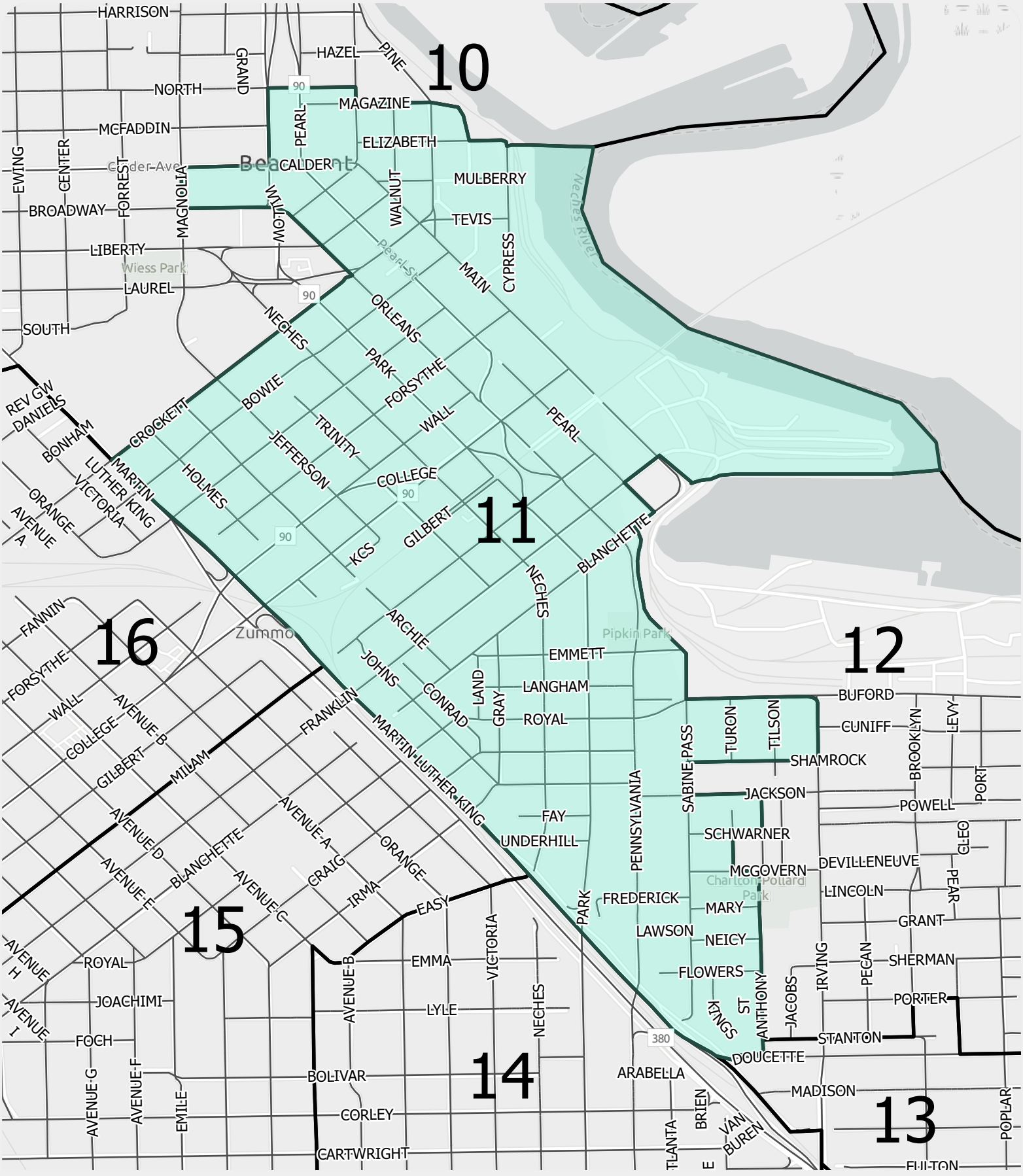
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December 14, 2021



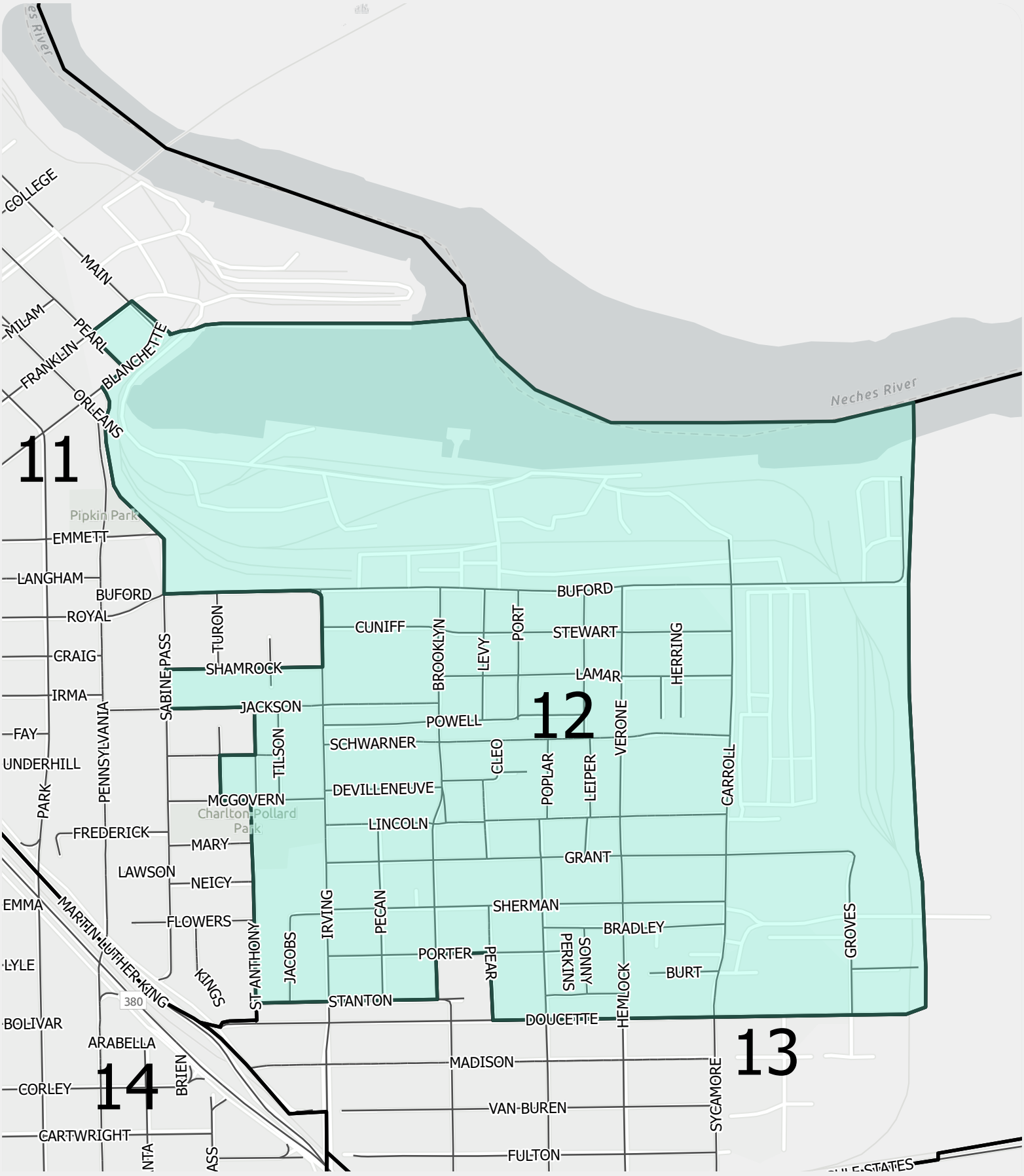
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December 14, 2021



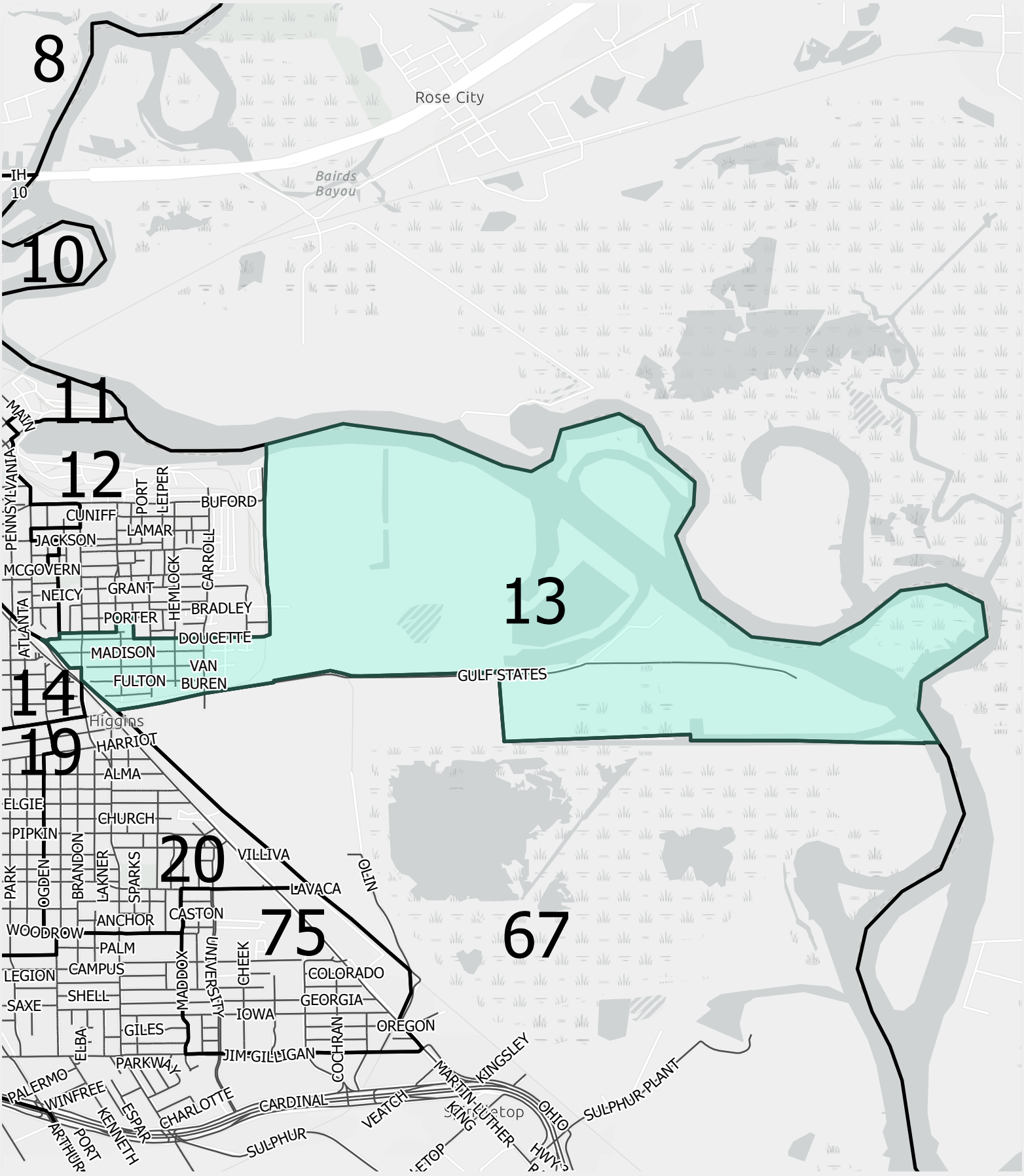
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December 14, 2021



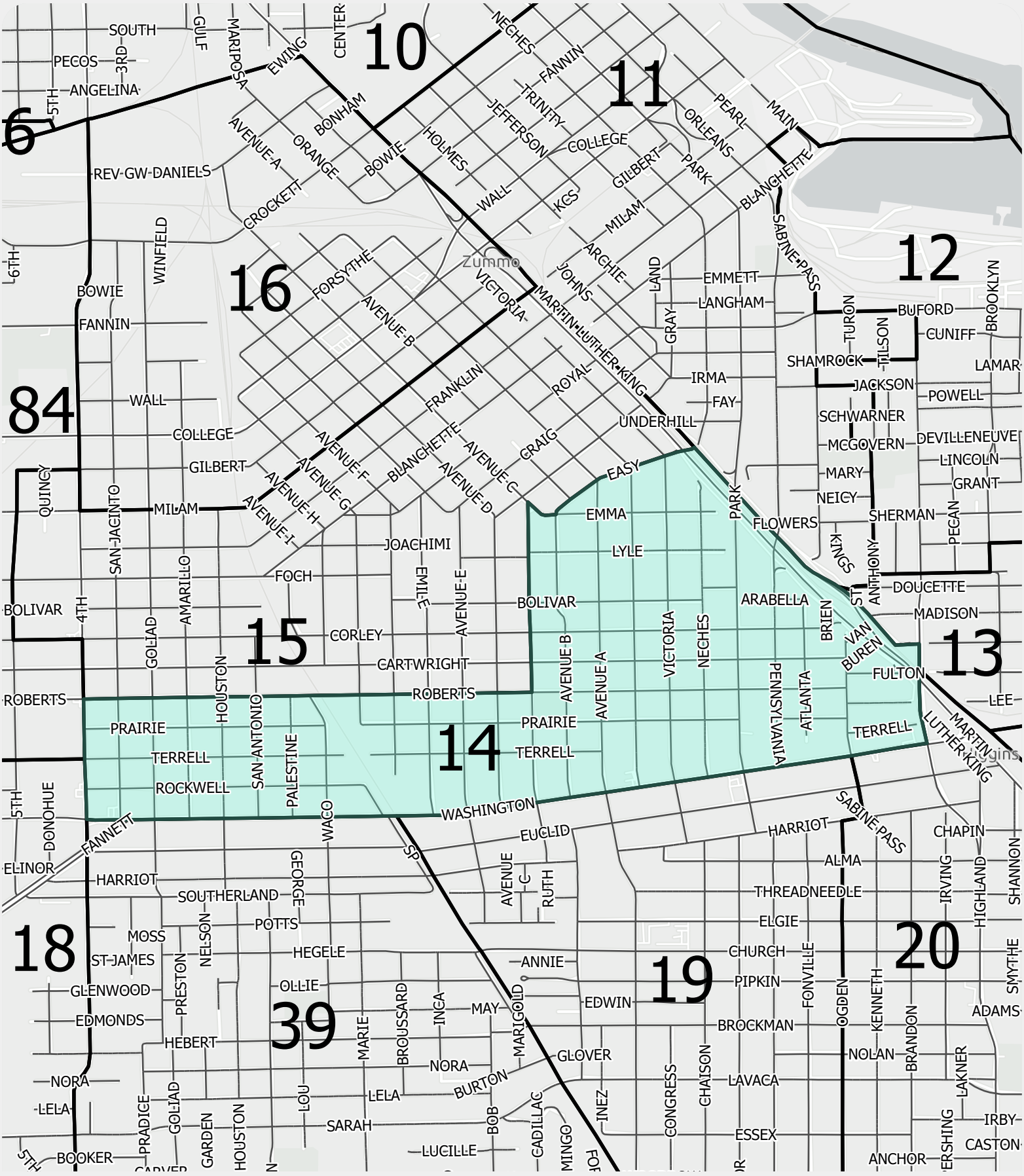
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December 14, 2021



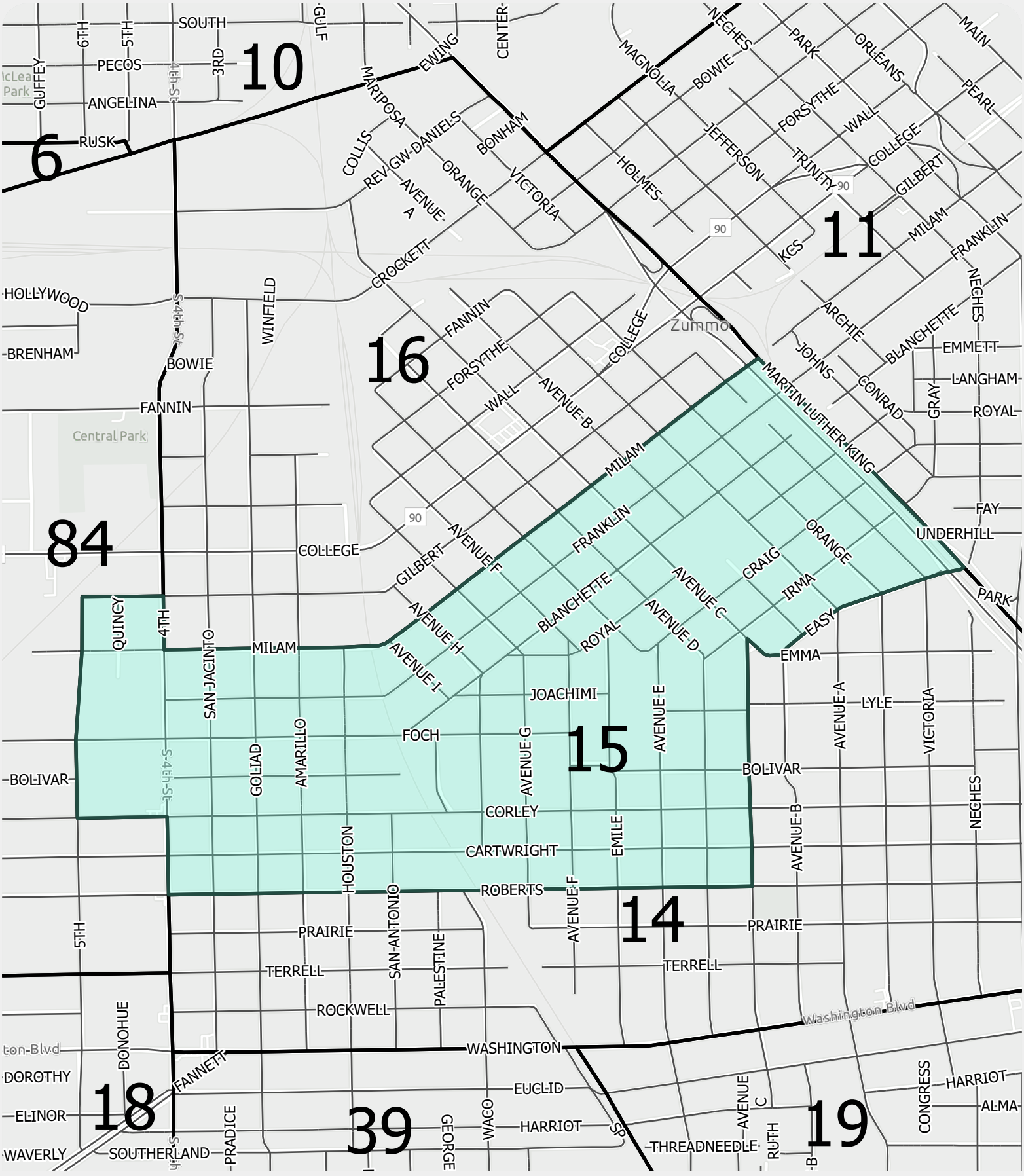
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December 14, 2021



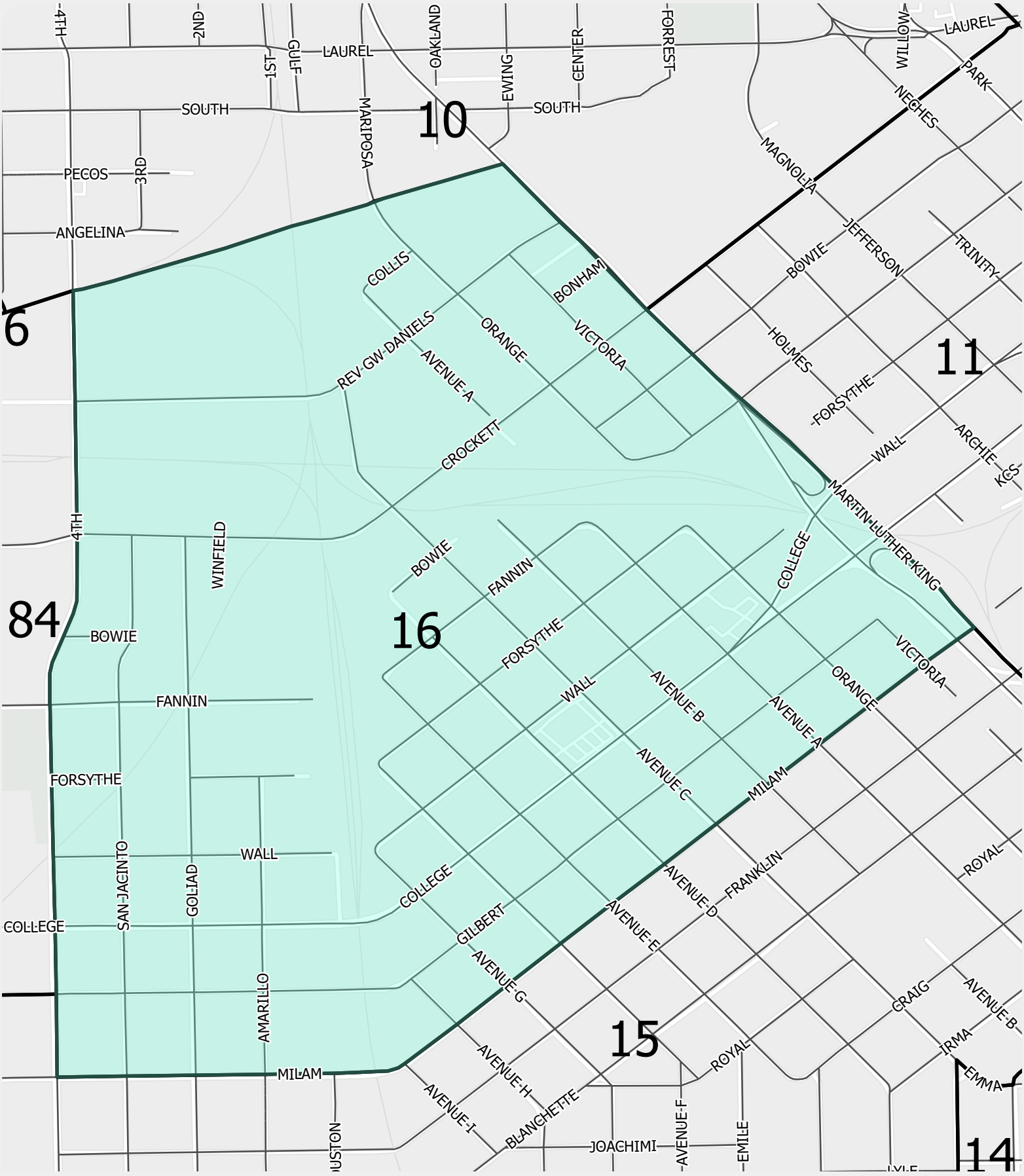
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December 14, 2021



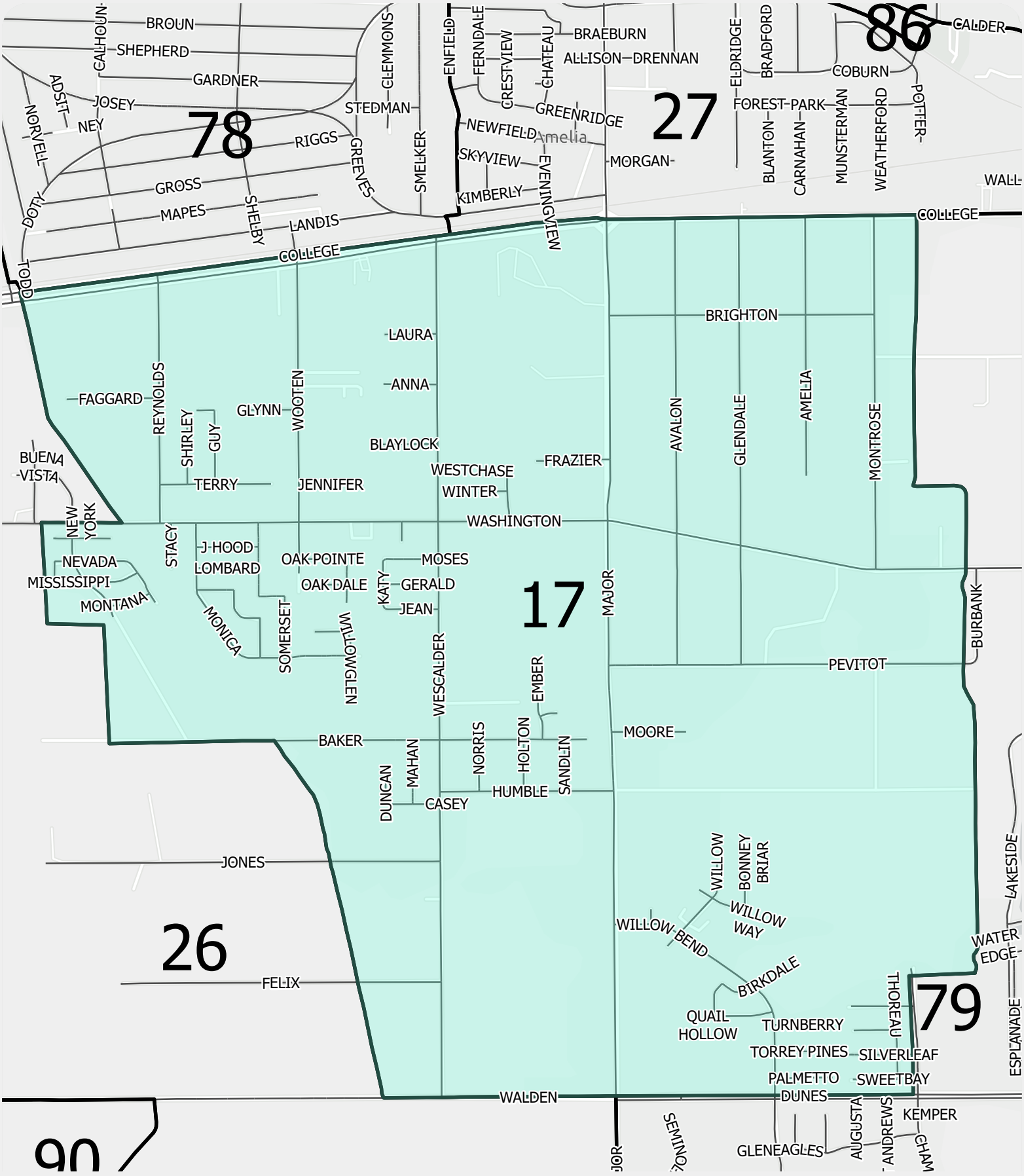
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December 14, 2021



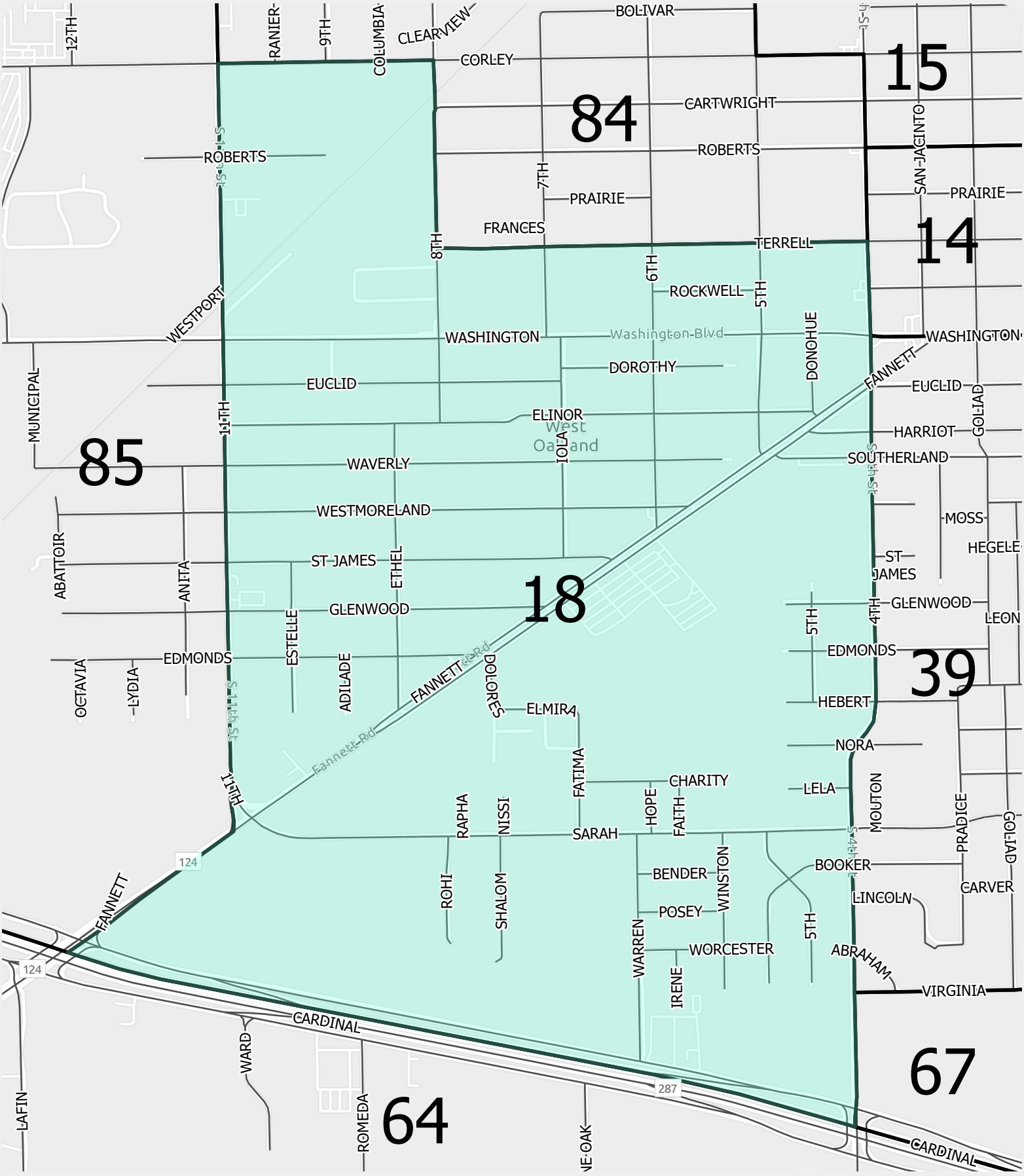
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December 14, 2021



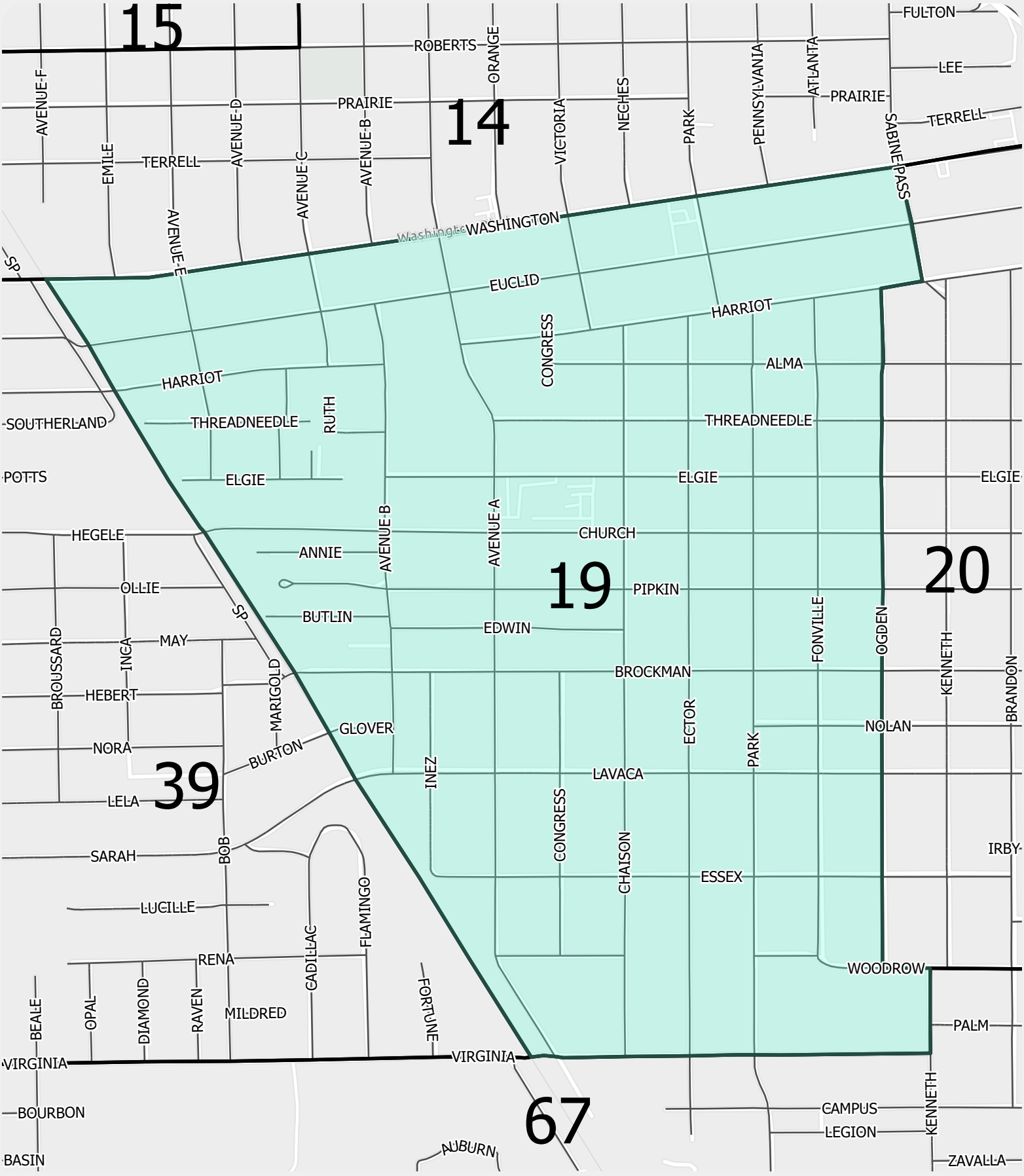
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December 14, 2021



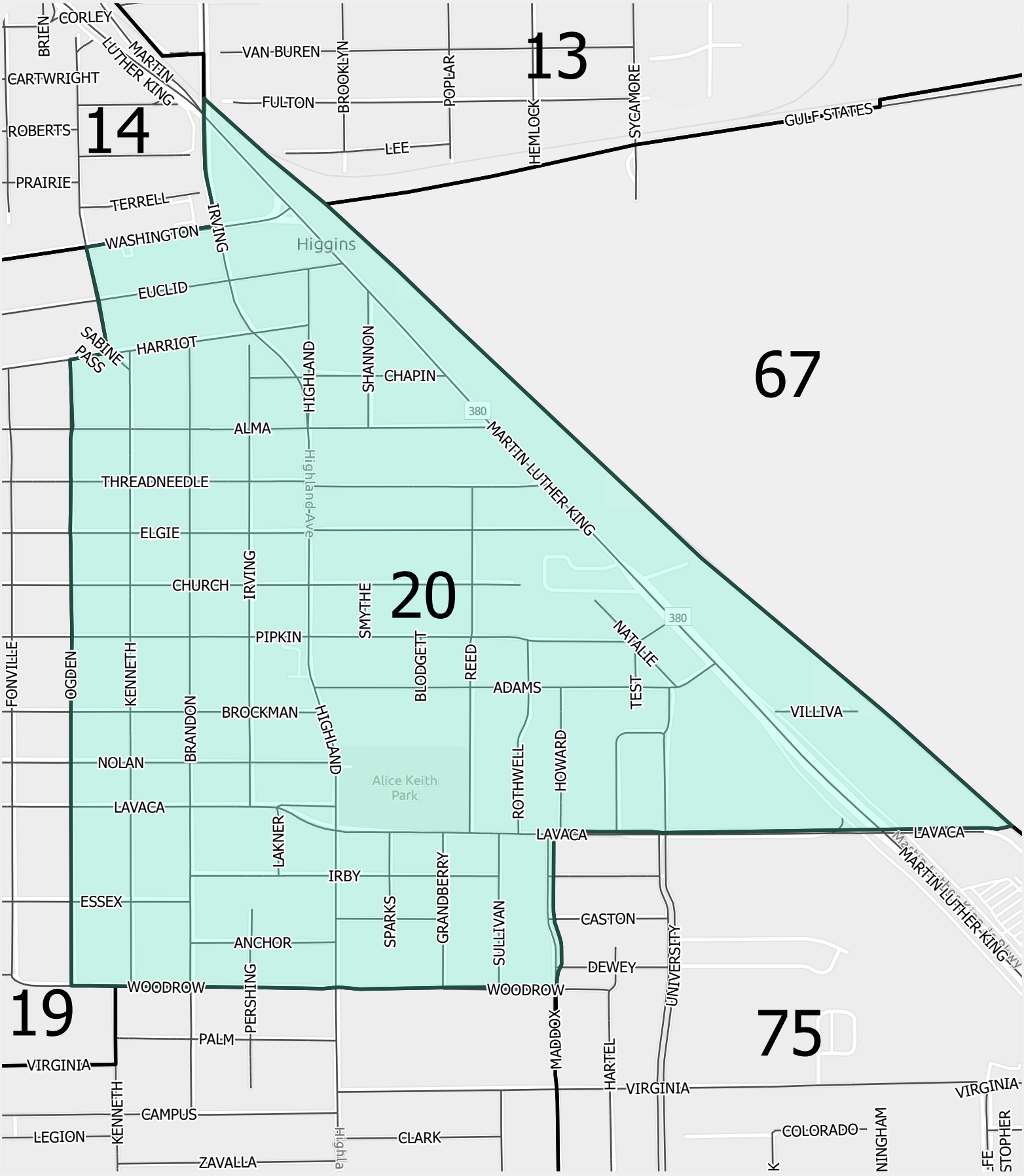
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December 14, 2021



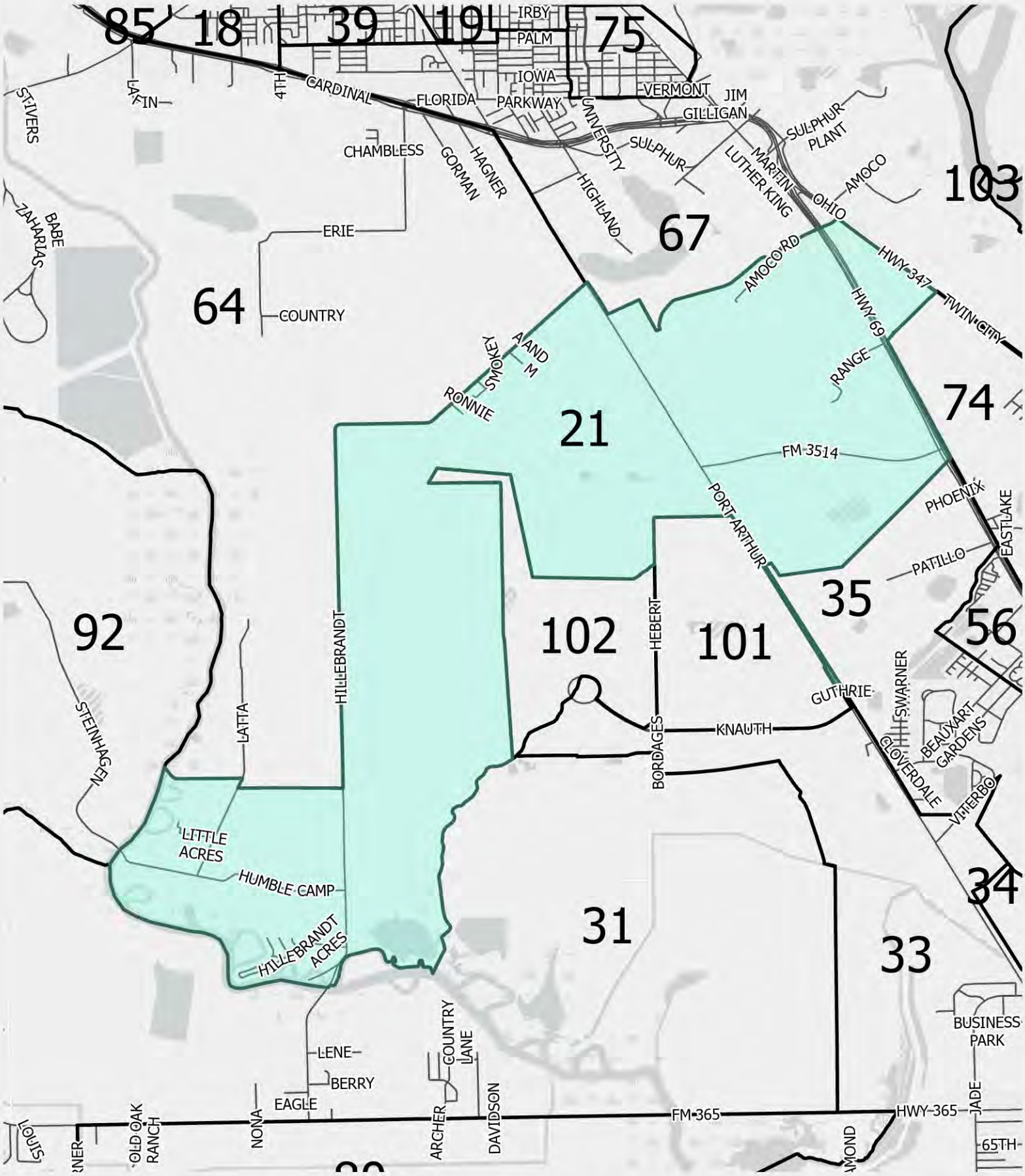
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December 14, 2021



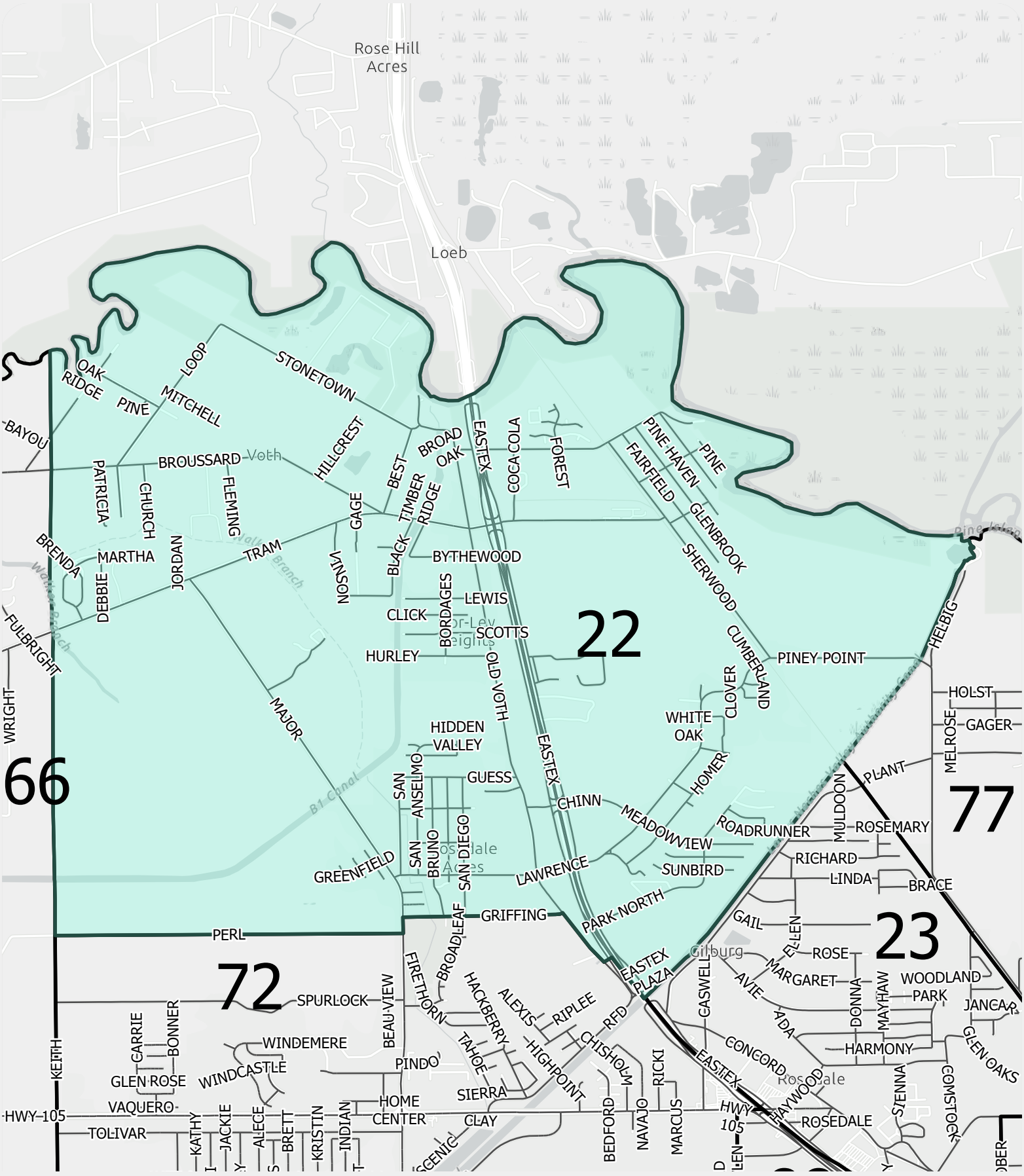
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December 14, 2021



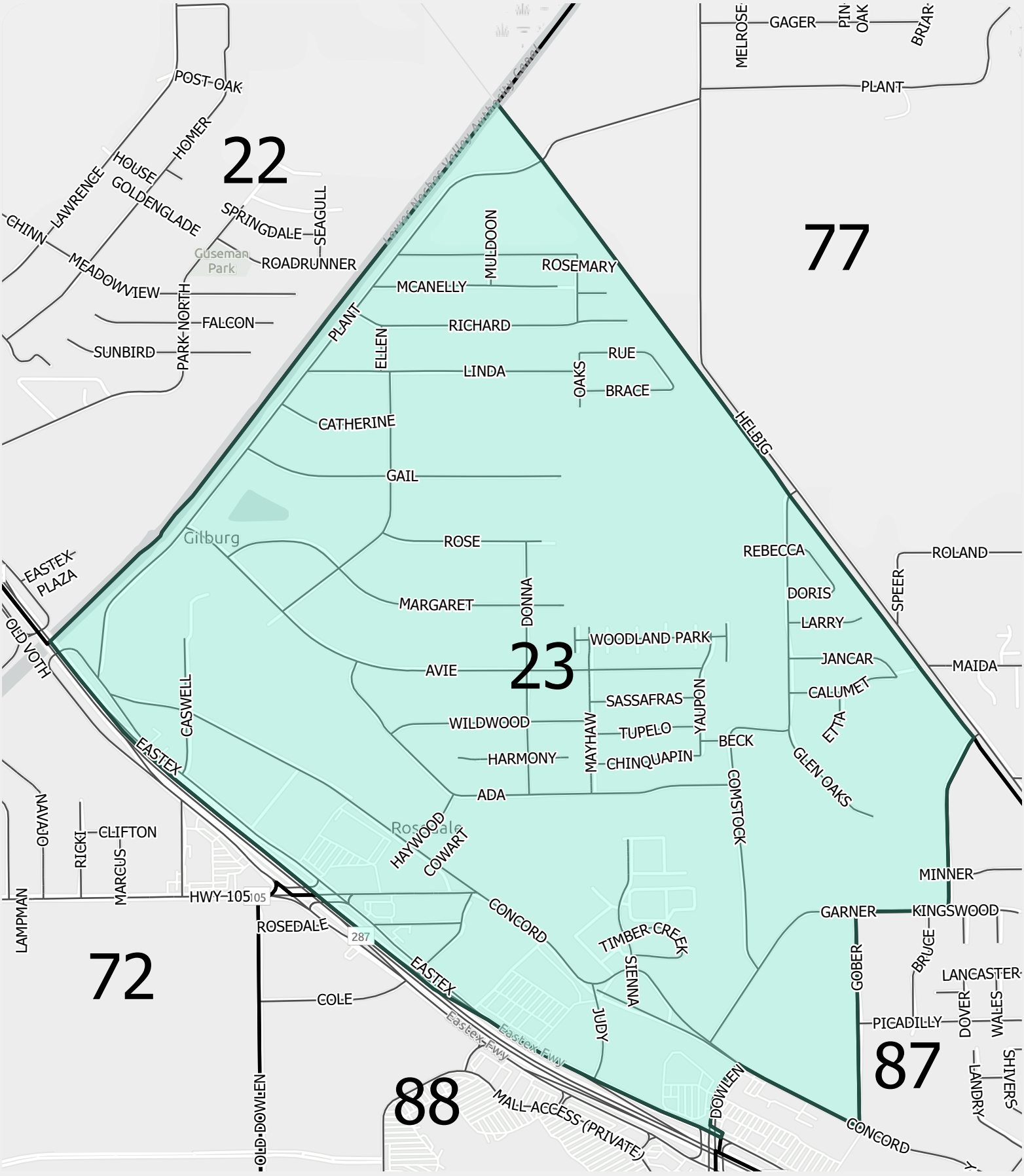
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December 14, 2021



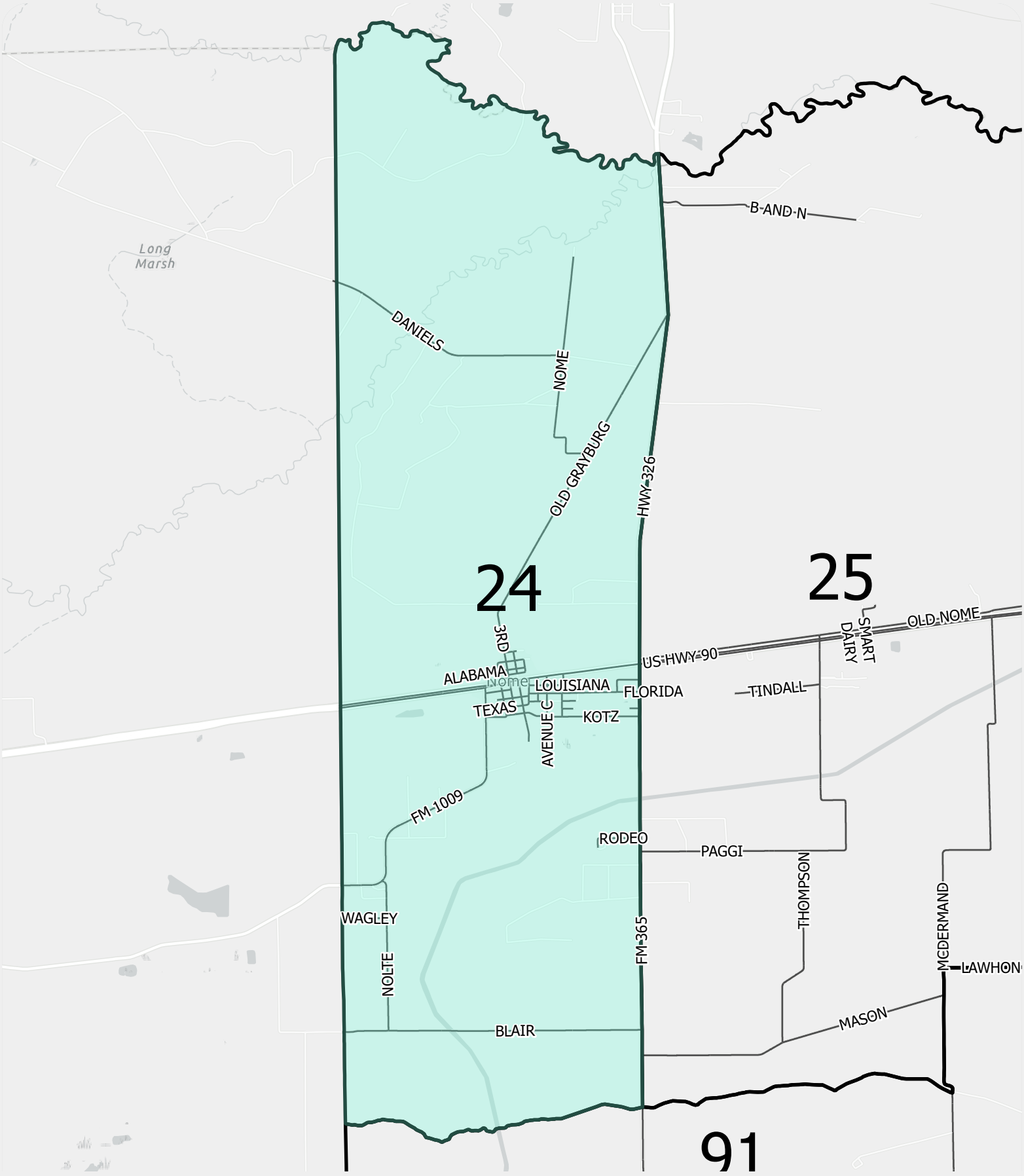
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December 14, 2021



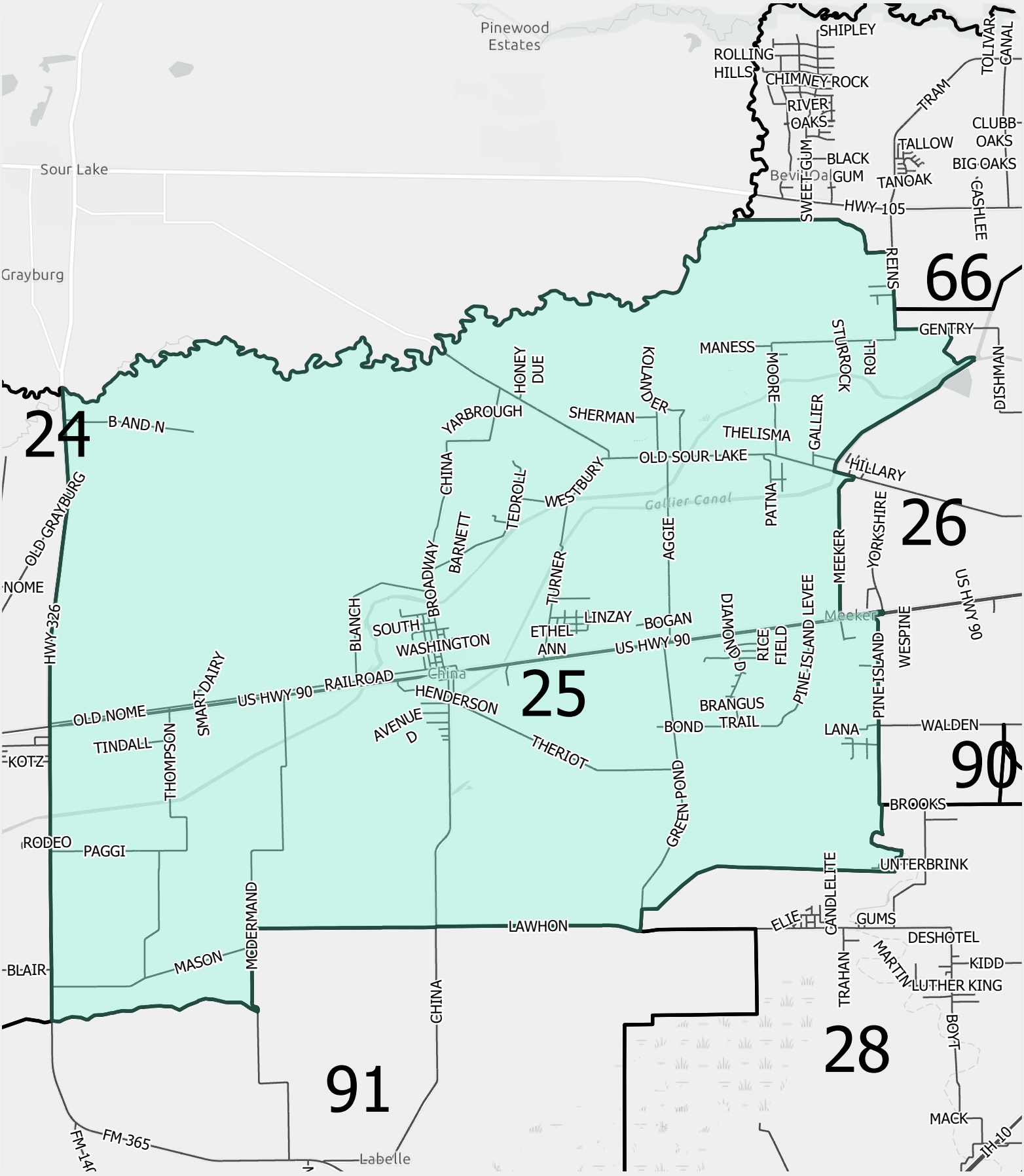
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December 14, 2021



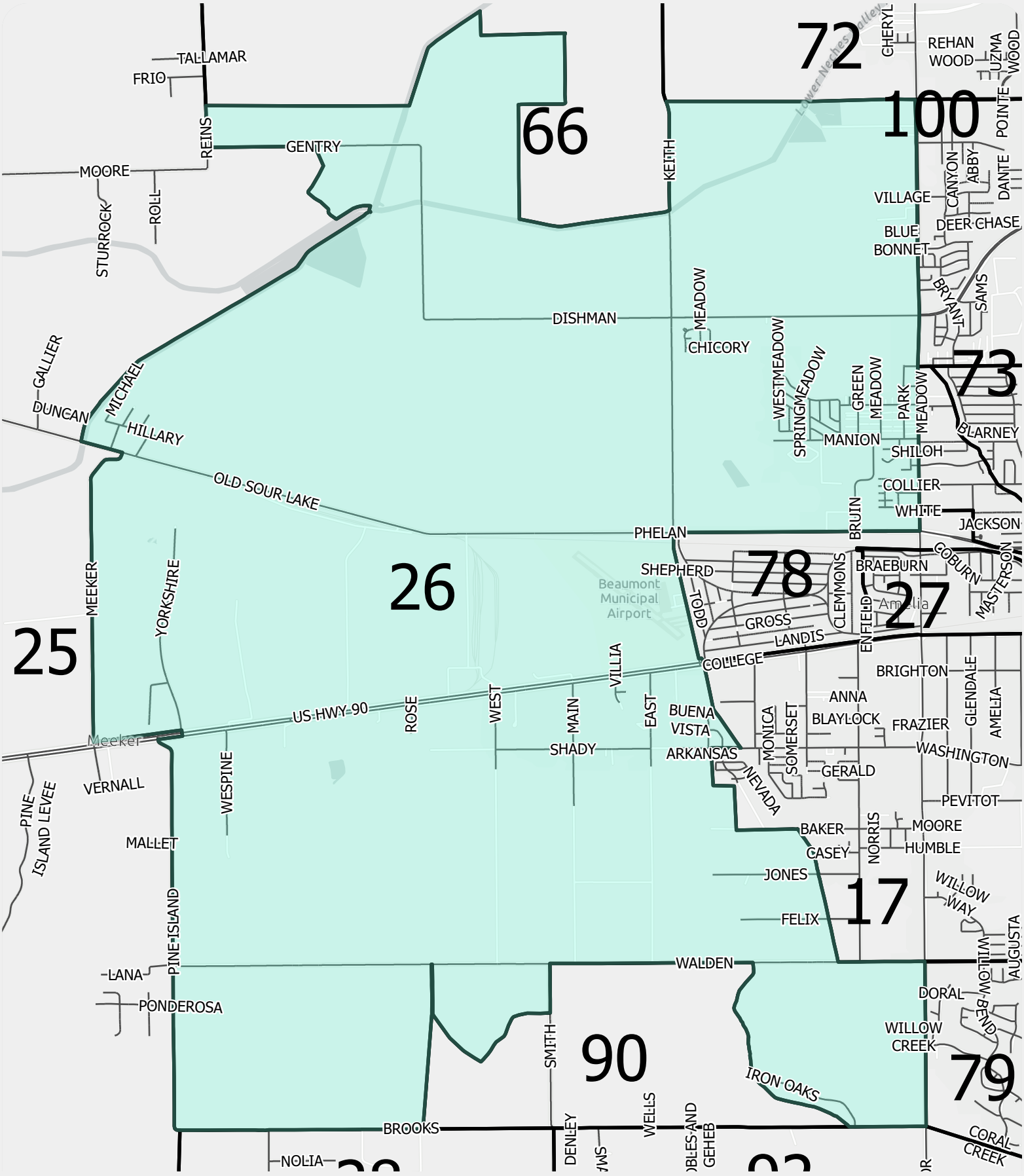
Jefferson County, Texas - Election Precinct No. 23
December 14, 2021



Jefferson County, Texas - Election Precinct No. 24
December 14, 2021

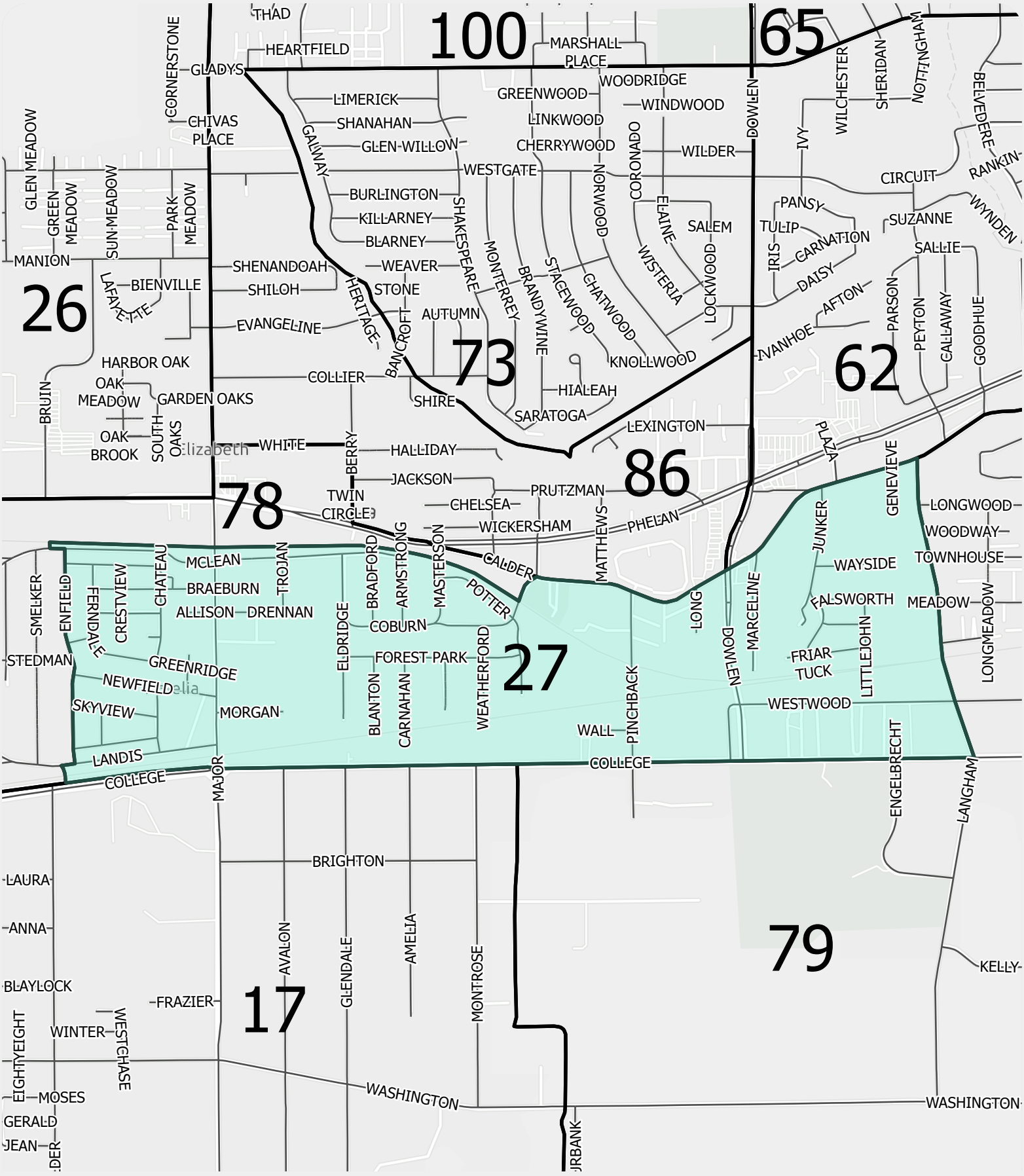


Jefferson County, Texas - Election Precinct No. 25
December 14, 2021

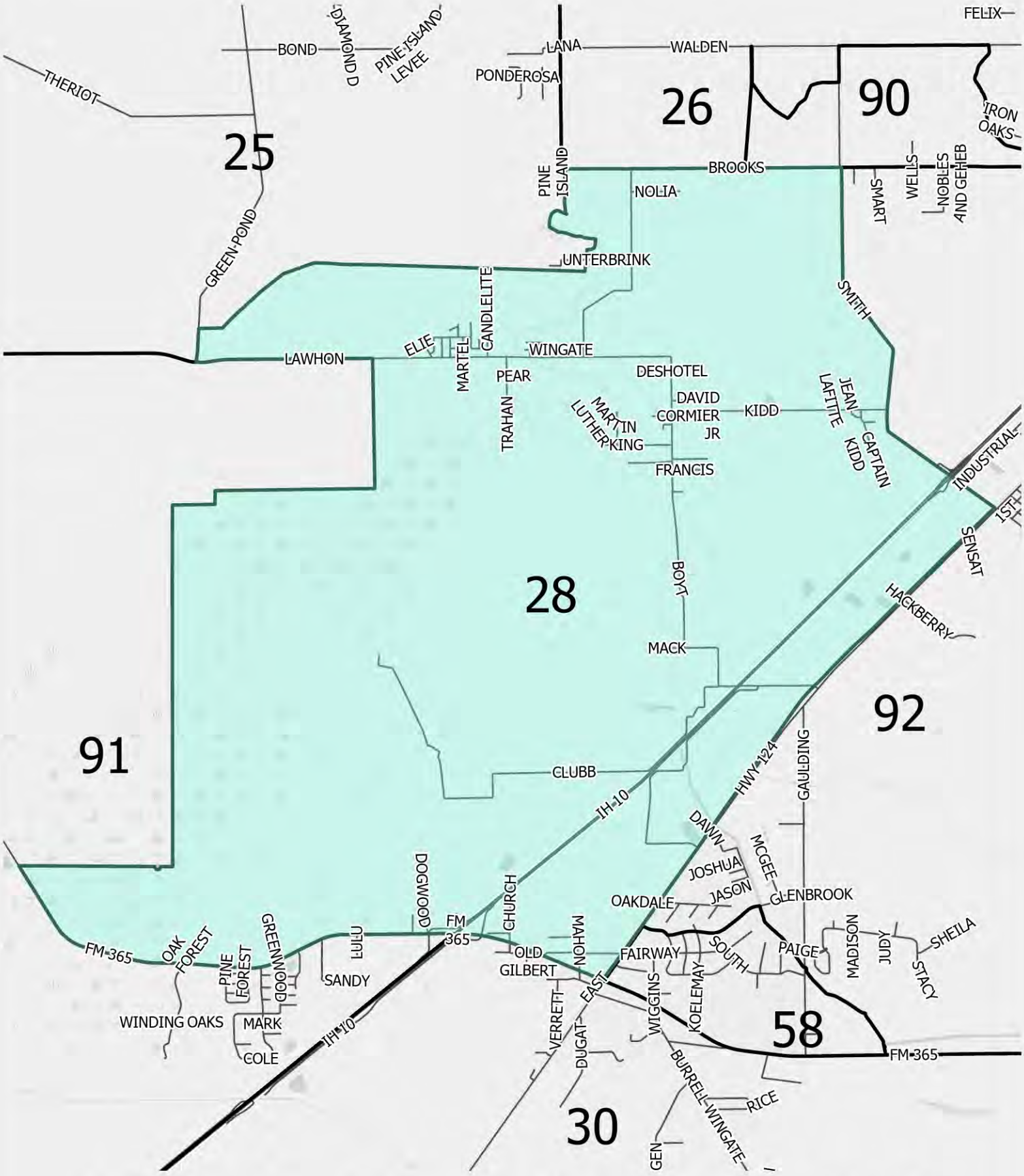


Jefferson County, Texas - Election Precinct No. 26

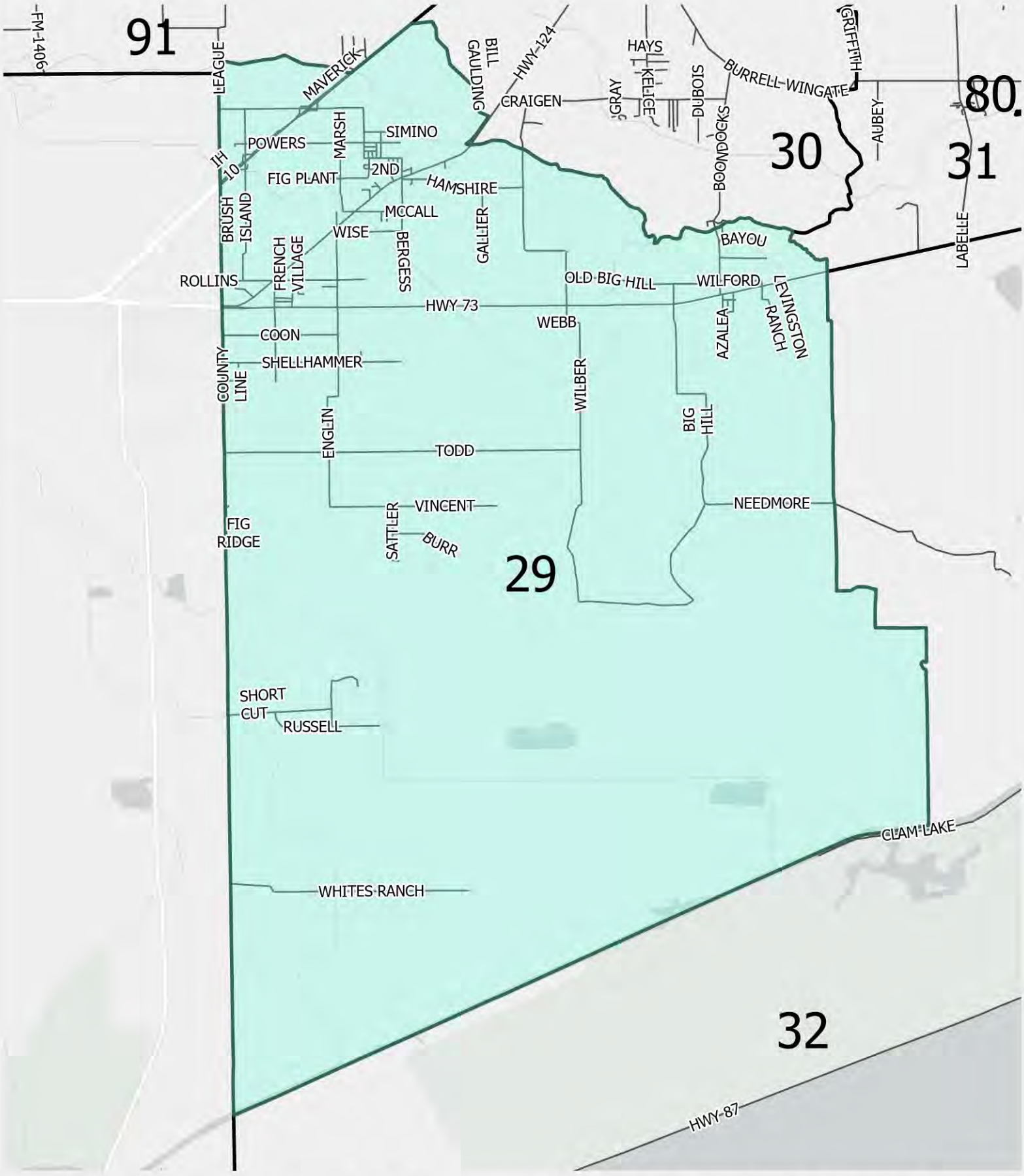
December 14, 2021



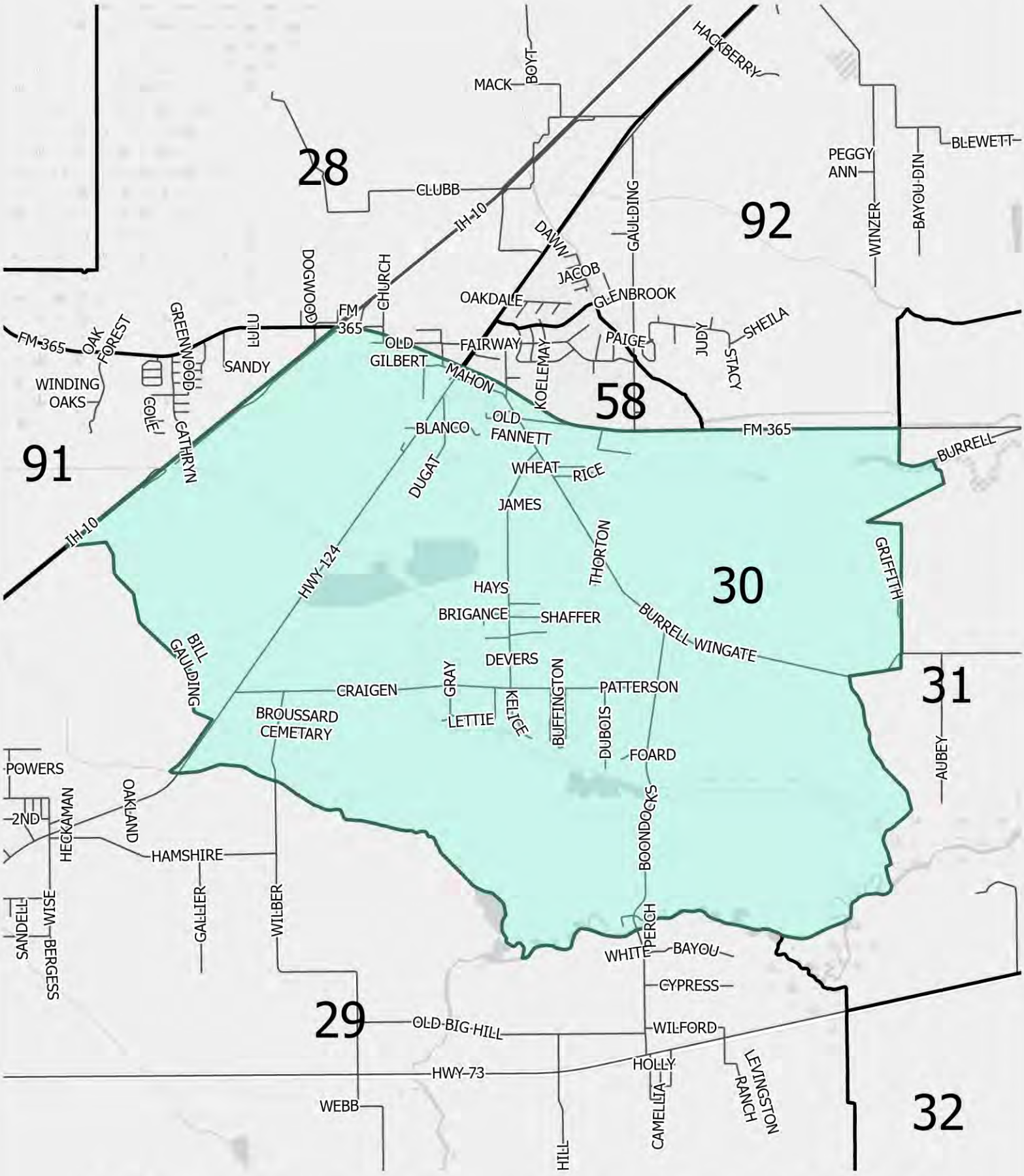
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December 14, 2021



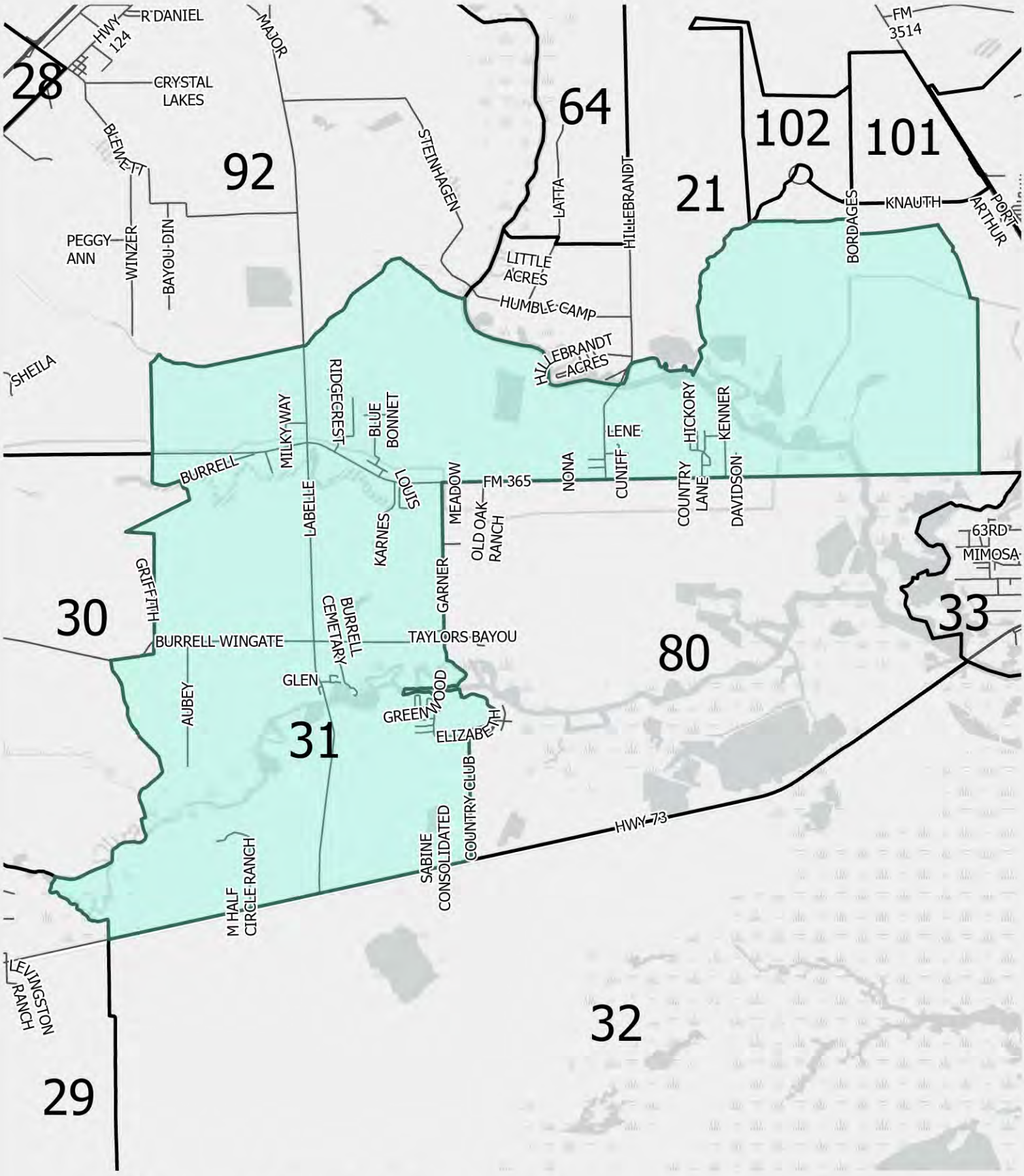
Jefferson County, Texas - Election Precinct No. 28
December 14, 2021



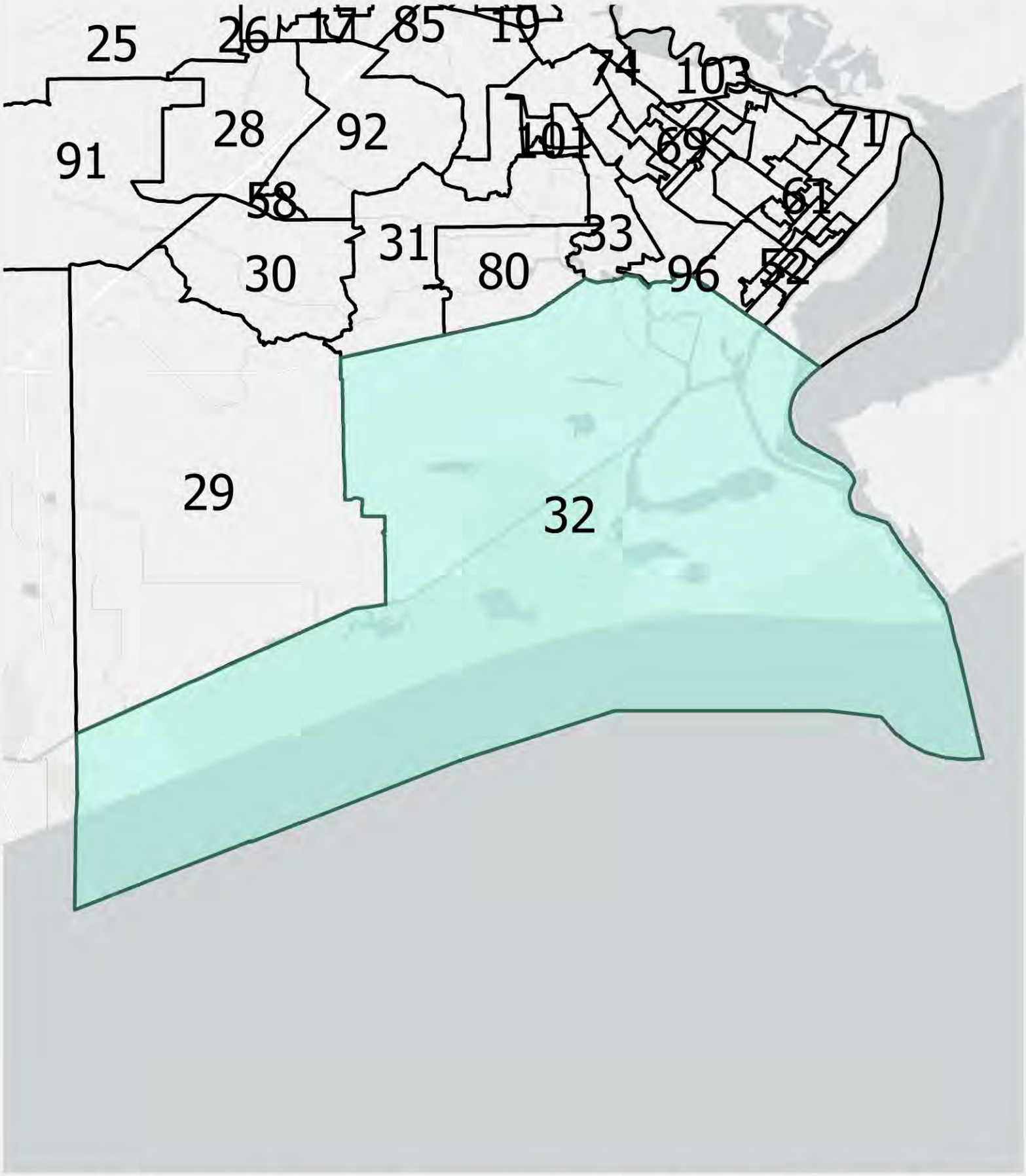
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December 14, 2021



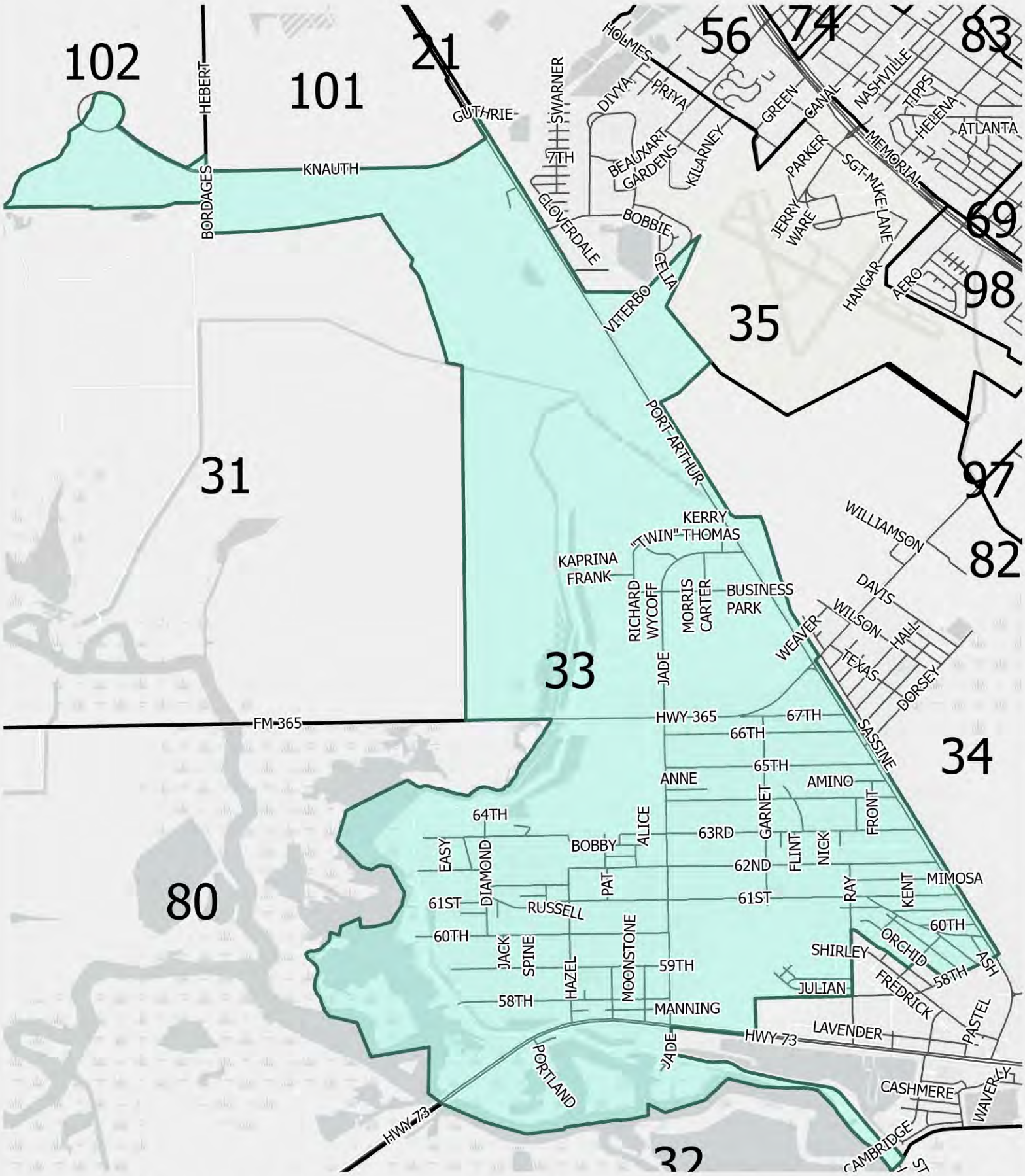
Jefferson County, Texas - Election Precinct No. 29
December 14, 2021



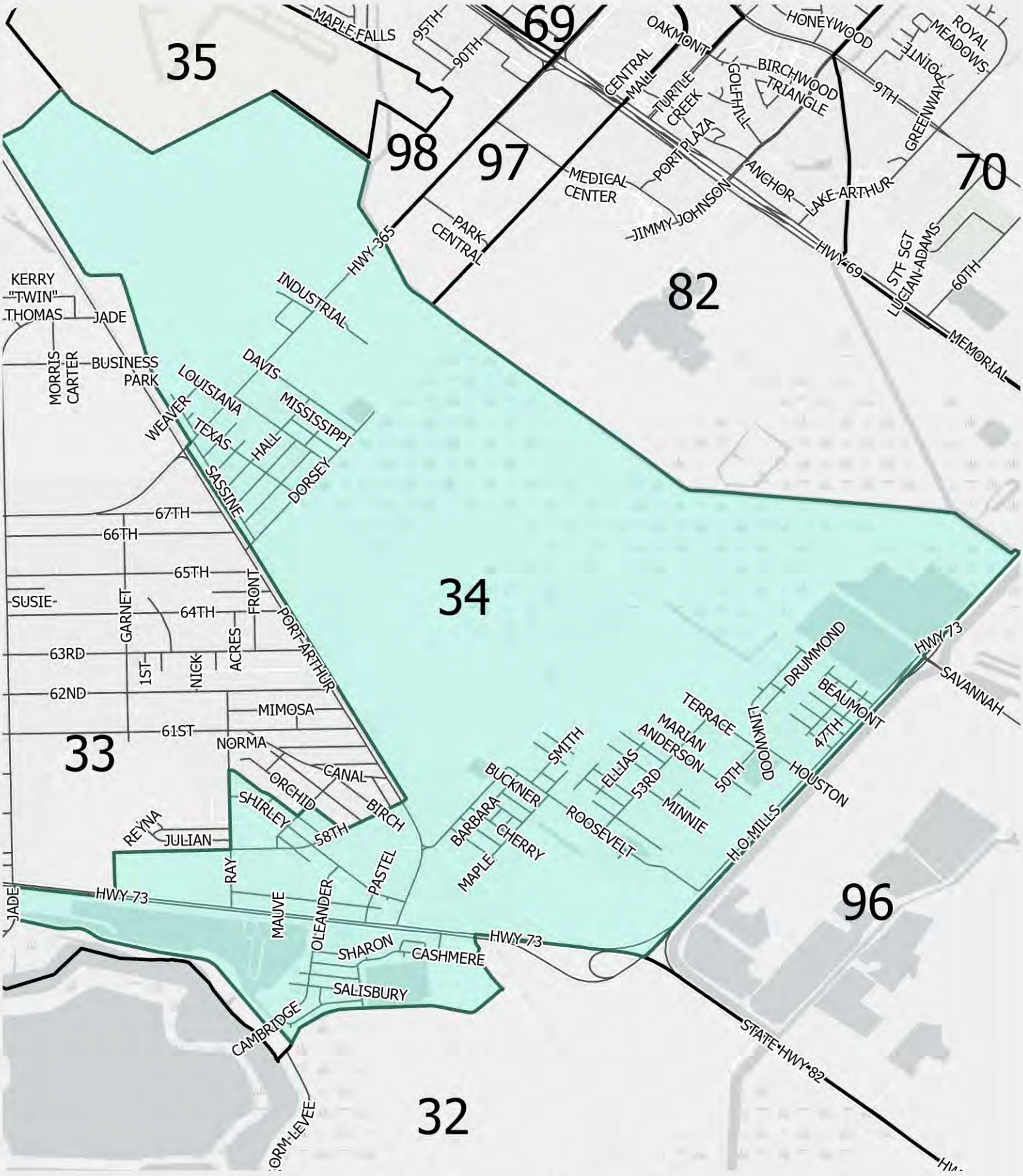
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December 14, 2021



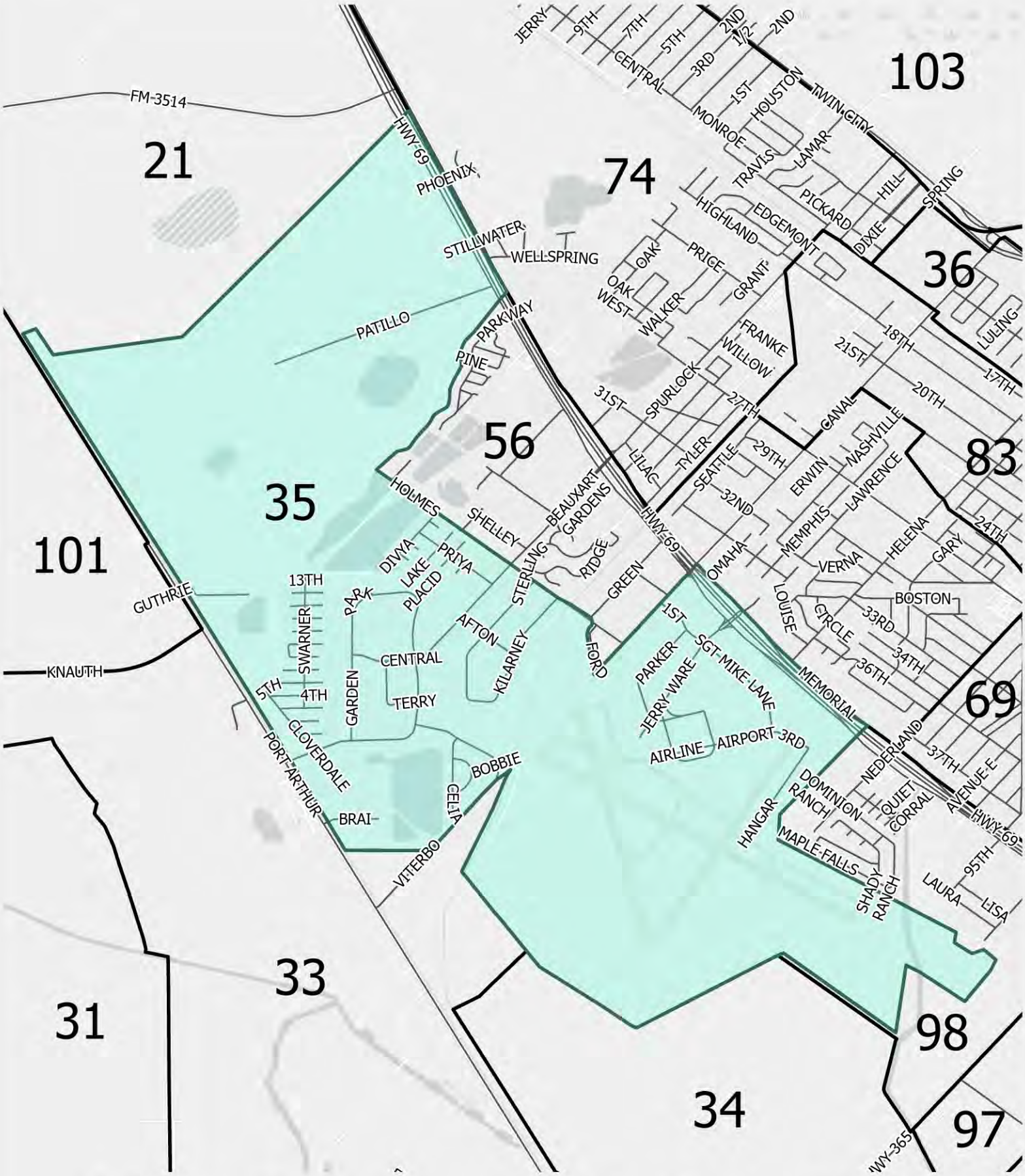
Jefferson County, Texas - Election Precinct No. 32
December 14, 2021



Jefferson County, Texas - Election Precinct No. 33
December 14, 2021



Jefferson County, Texas - Election Precinct No. 34
December 14, 2021



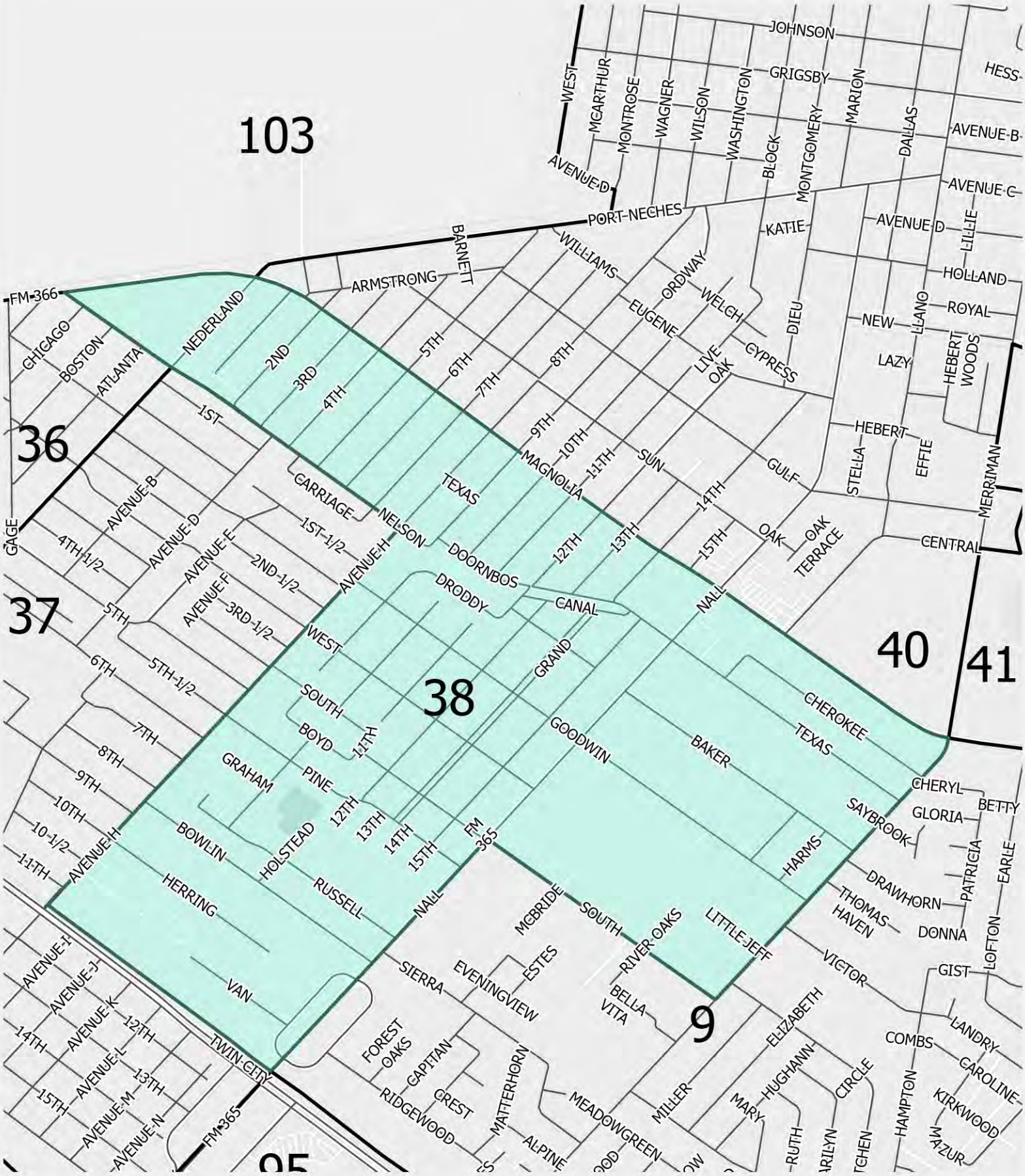
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December 14, 2021



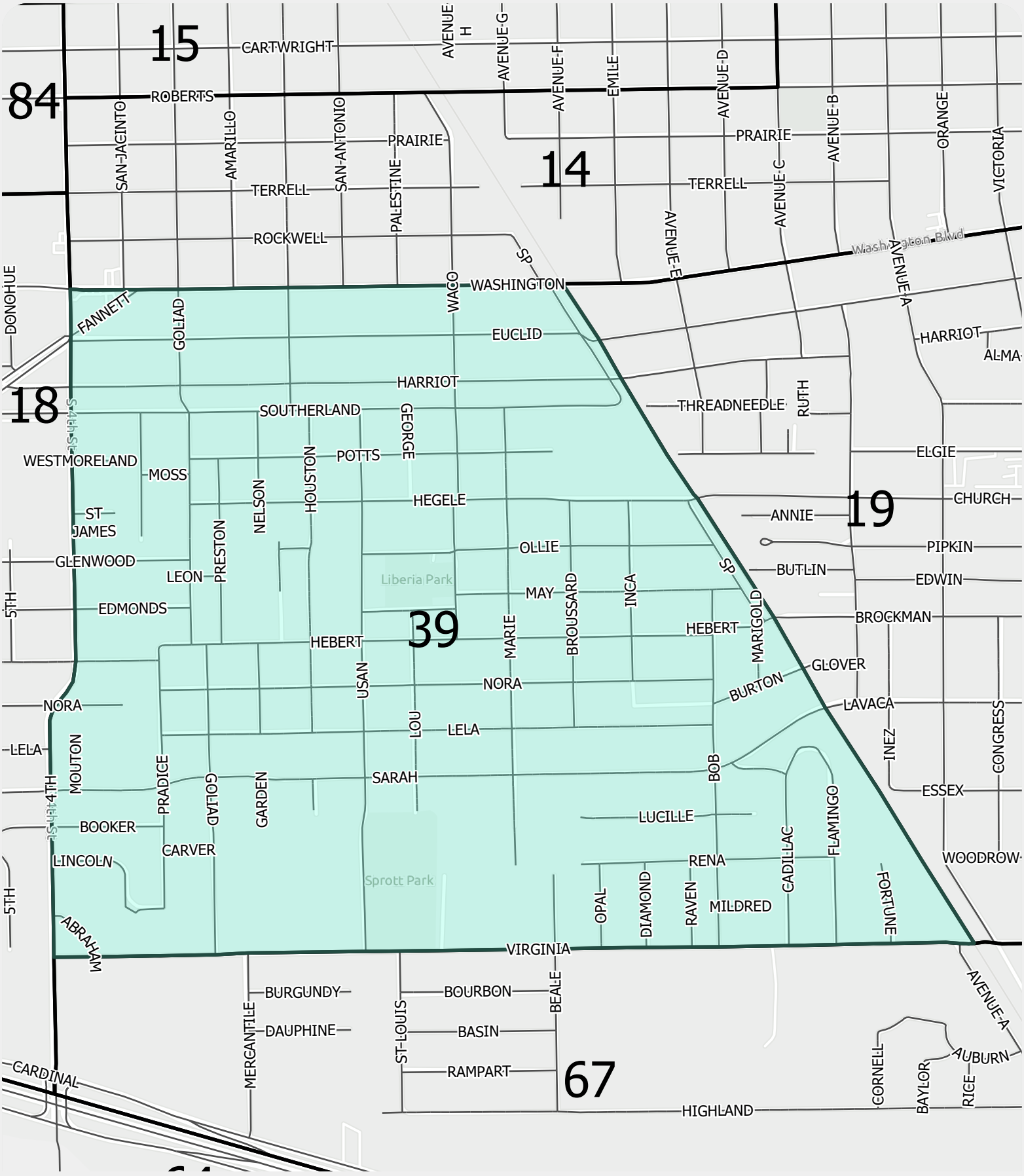
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December 14, 2021



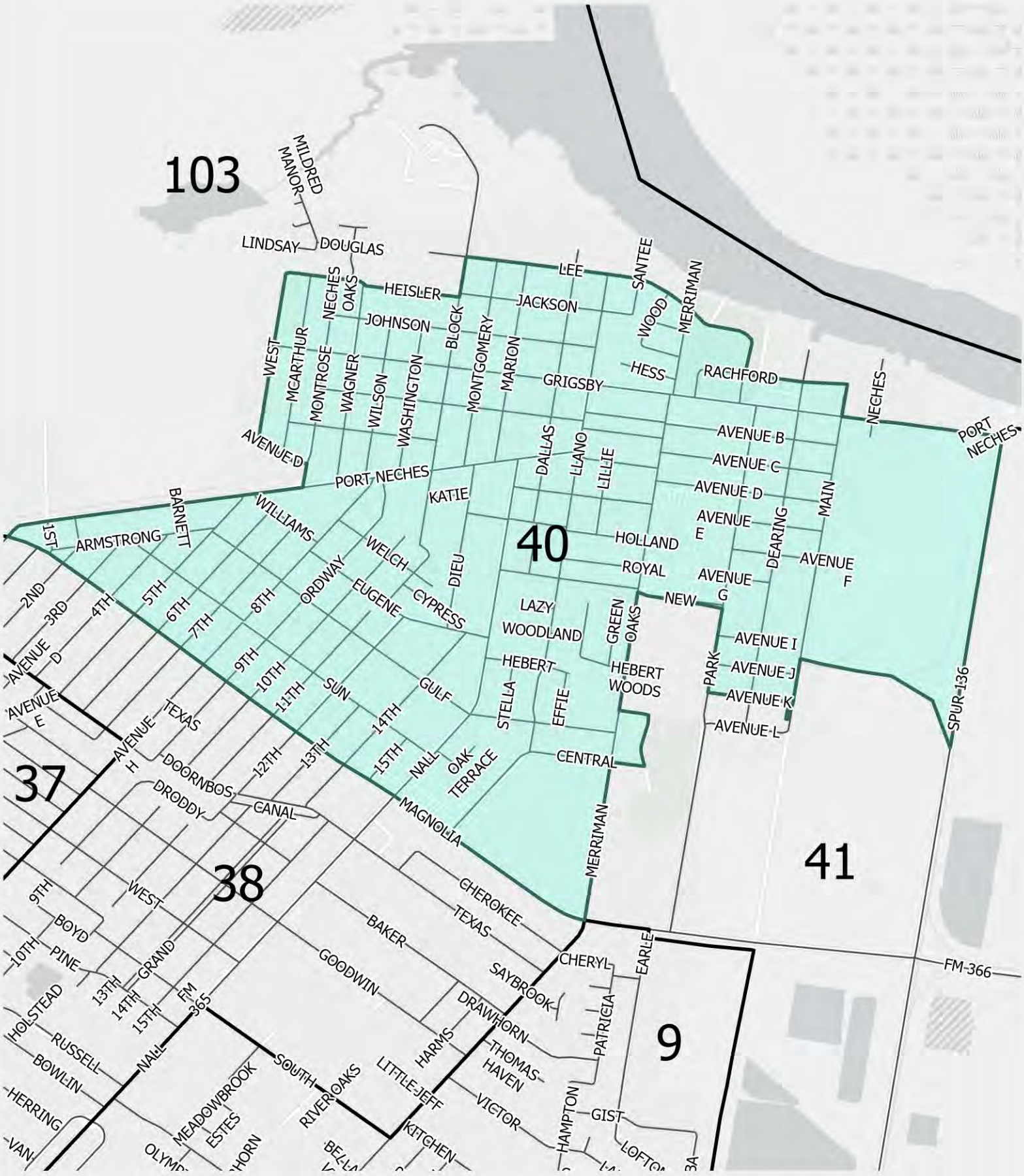
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December 14, 2021



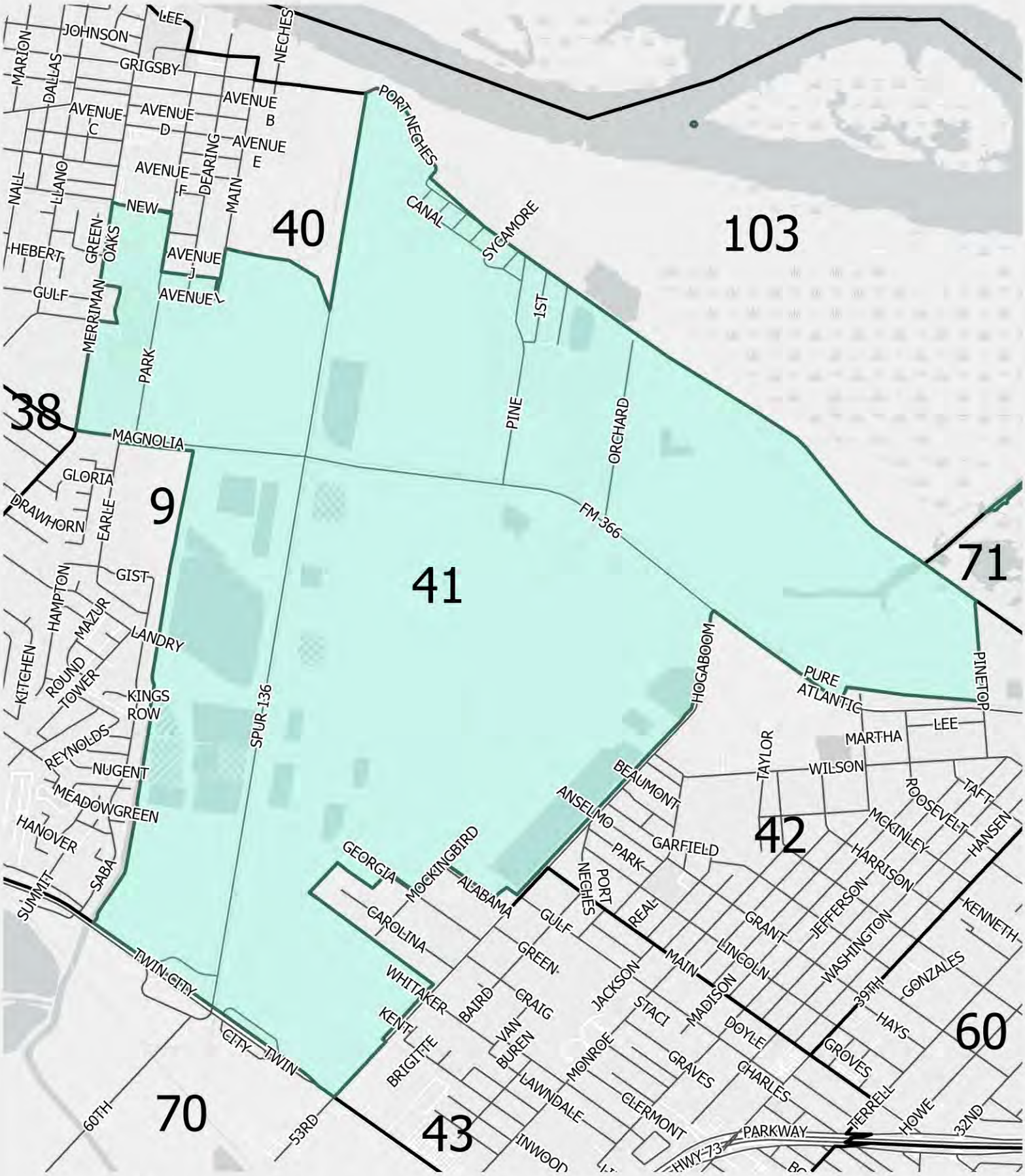
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December 14, 2021



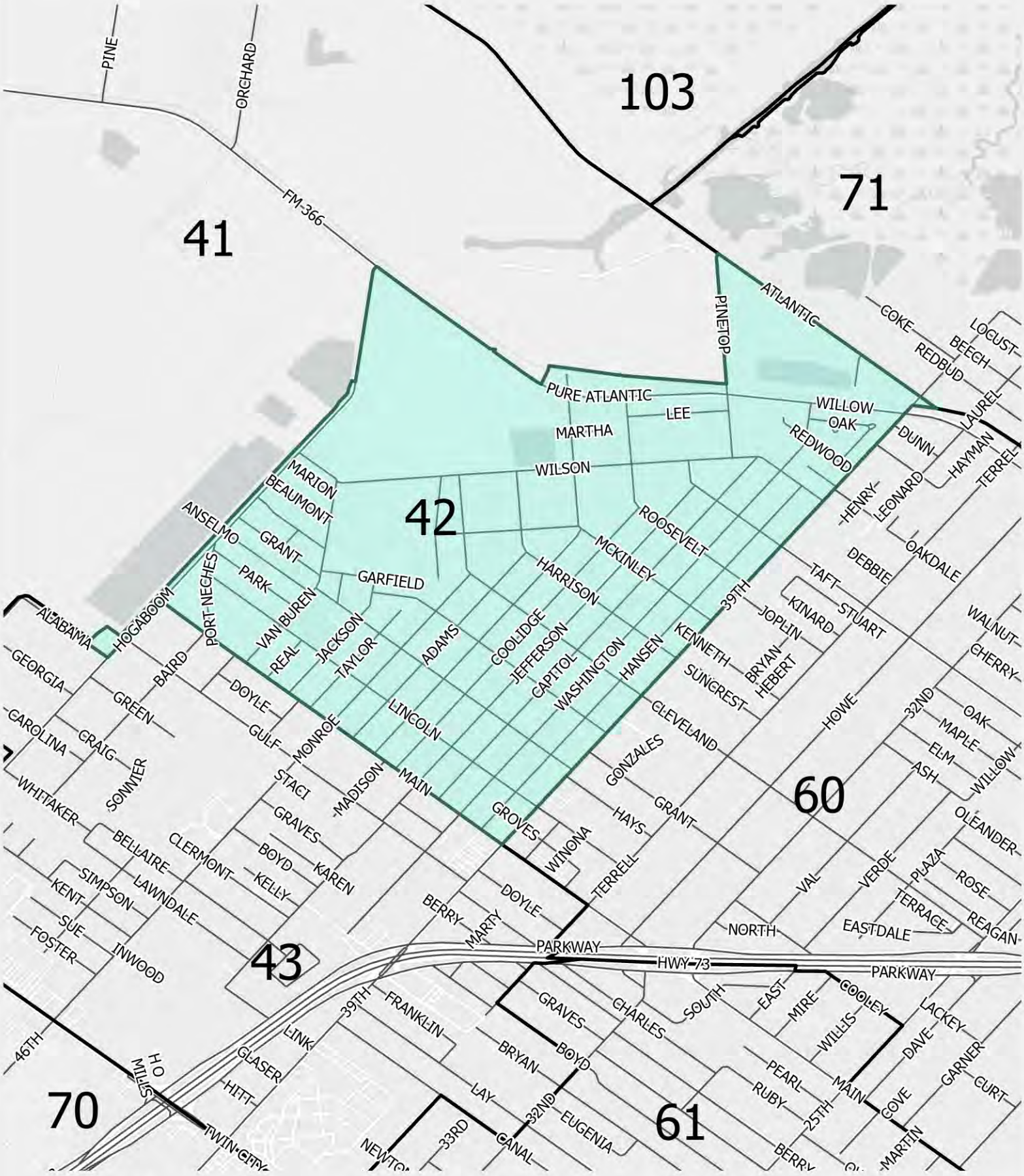
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December 14, 2021



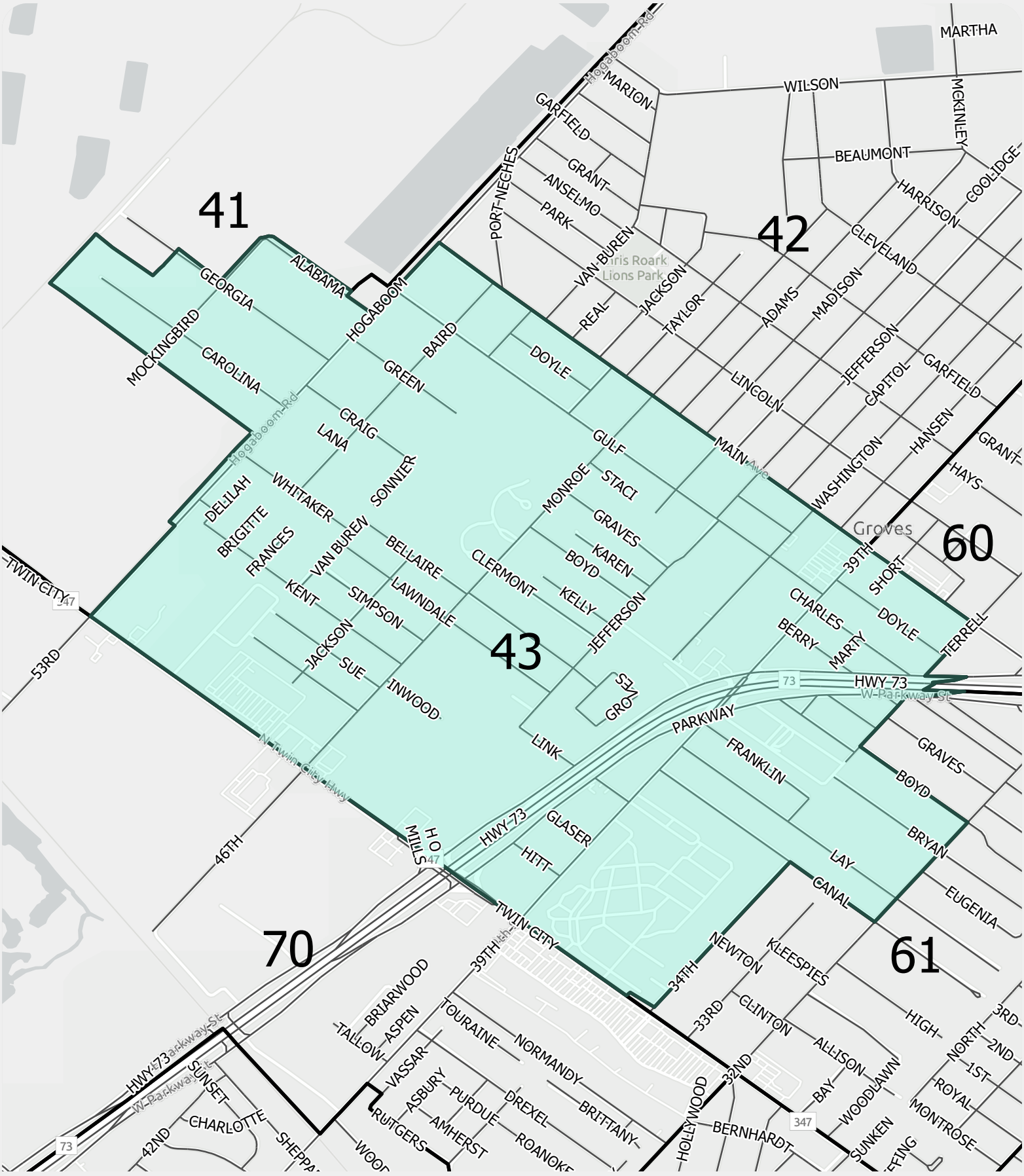
Jefferson County, Texas - Election Precinct No. 40
December 14, 2021



Jefferson County, Texas - Election Precinct No. 41
December 14, 2021



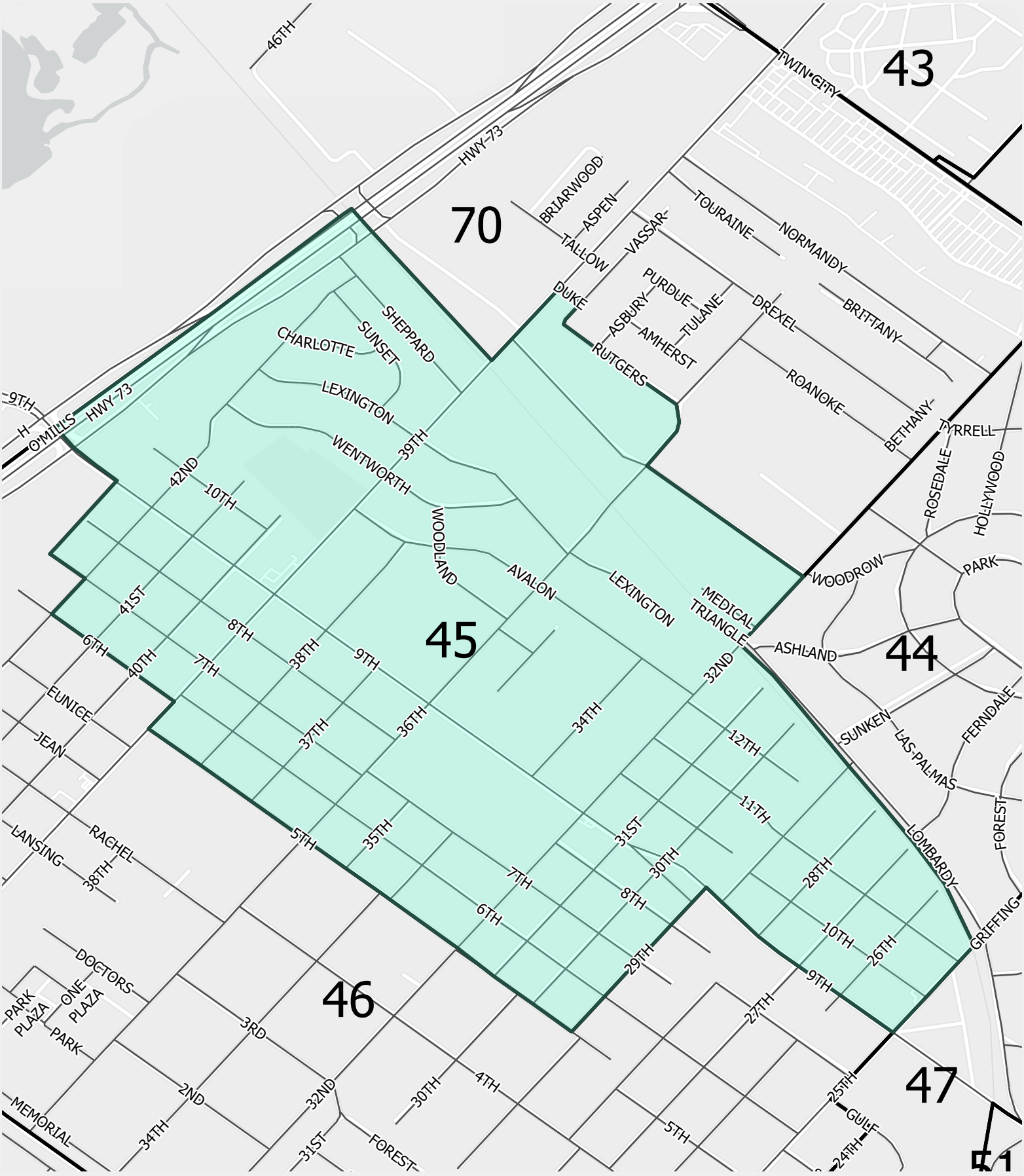
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December 14, 2021



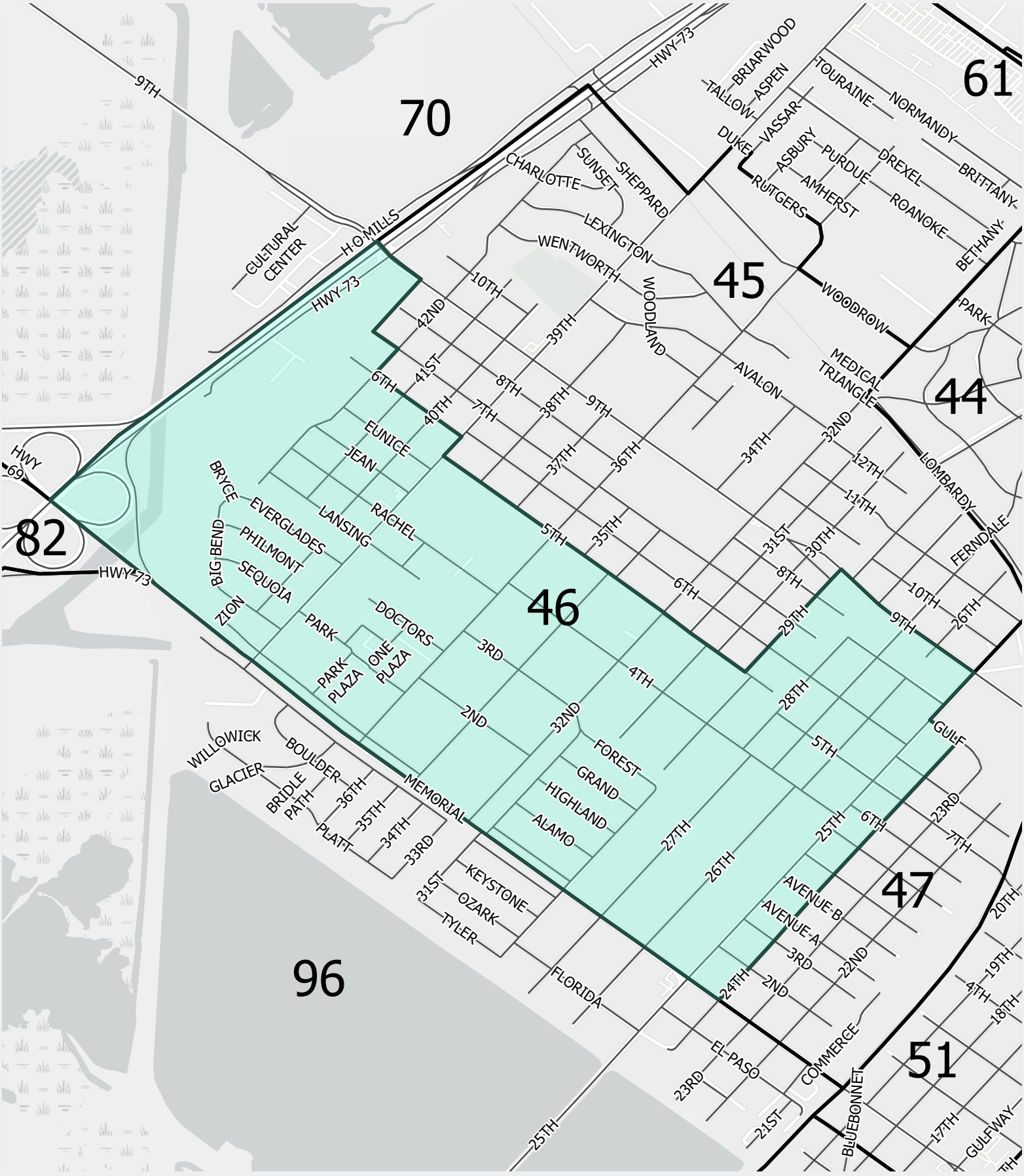
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December 14, 2021



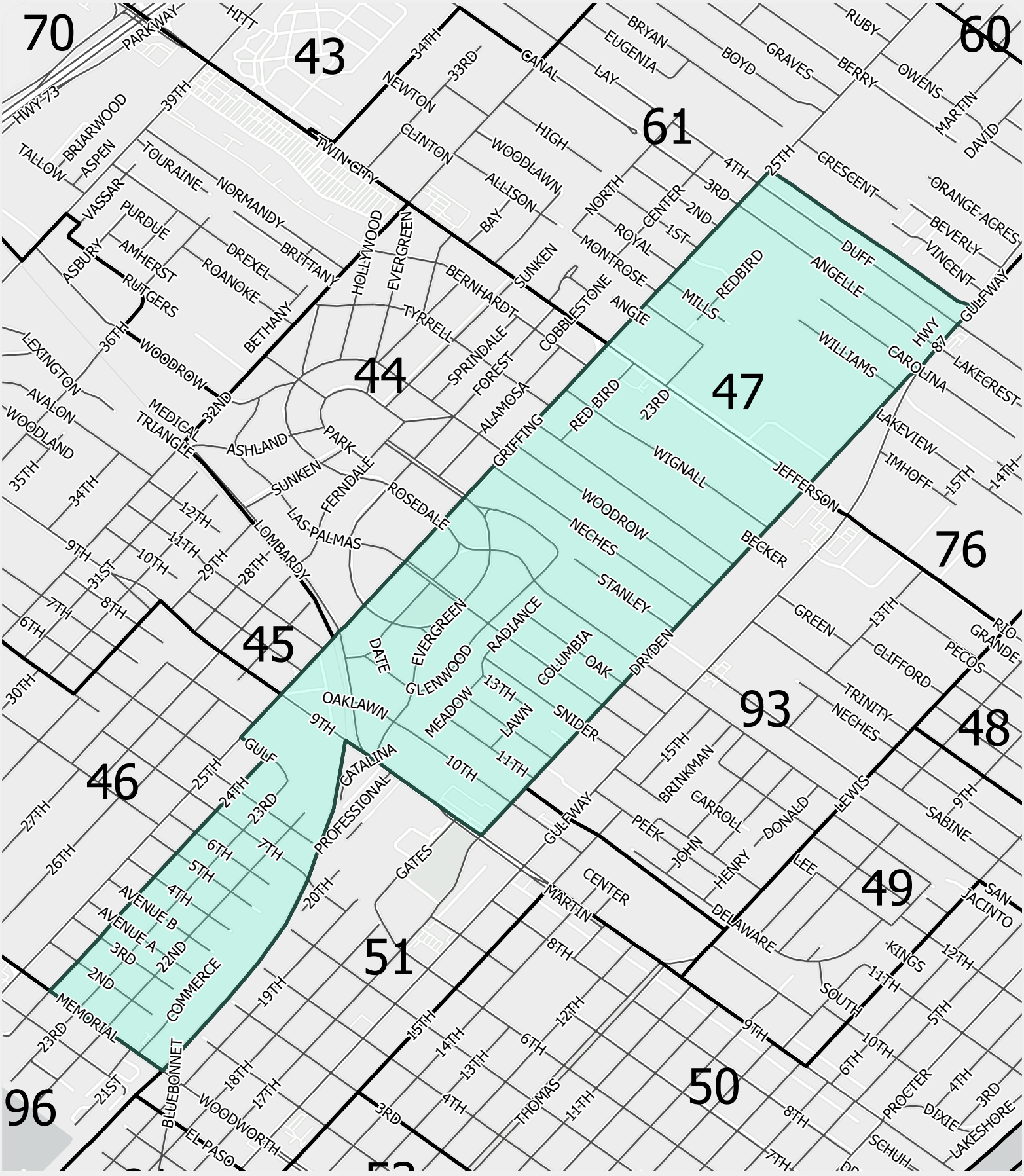
Jefferson County, Texas - Election Precinct No. 44
December 14, 2021



Jefferson County, Texas - Election Precinct No. 45
December 14, 2021



Jefferson County, Texas - Election Precinct No. 46
December 14, 2021



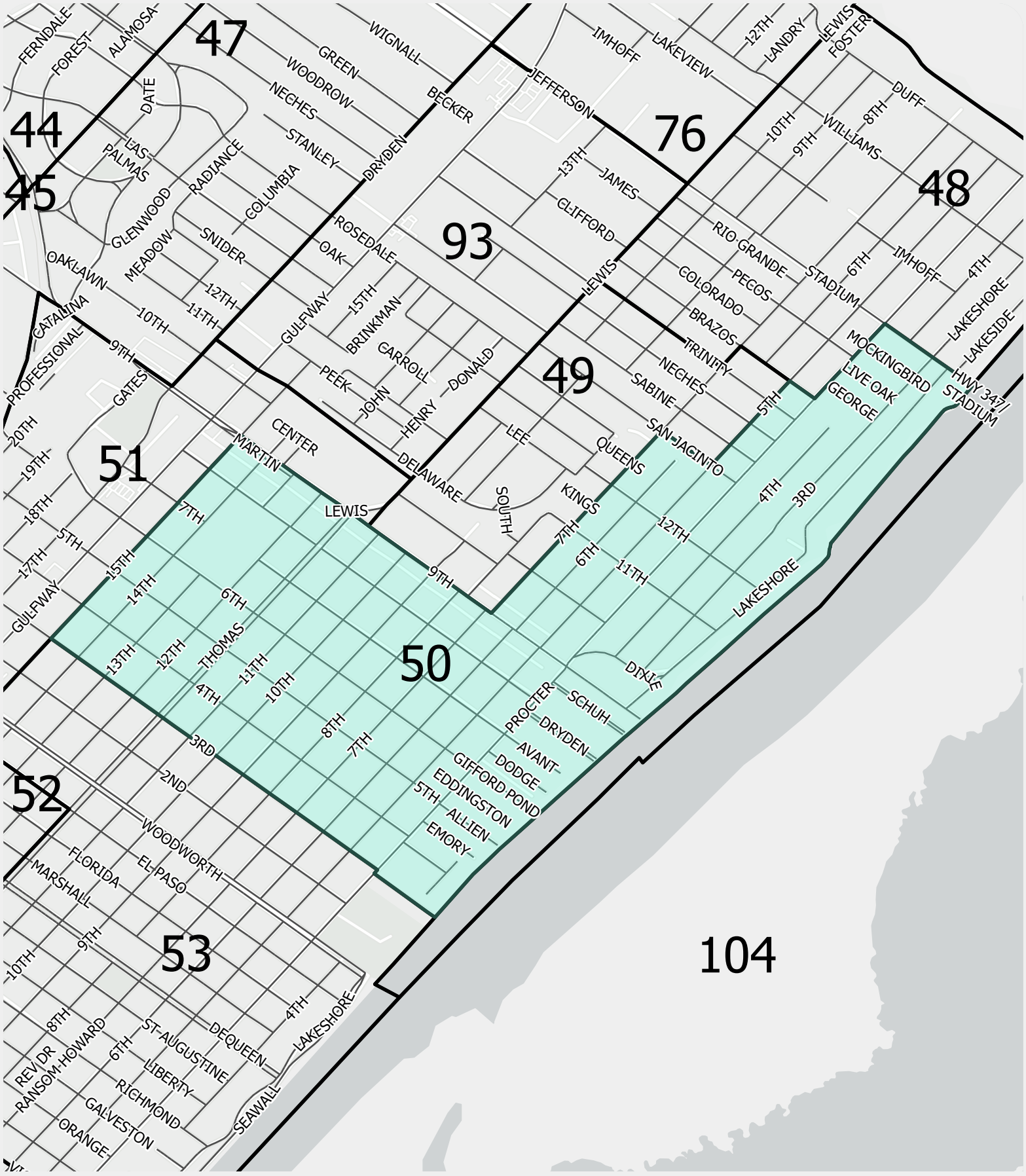
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December 14, 2021



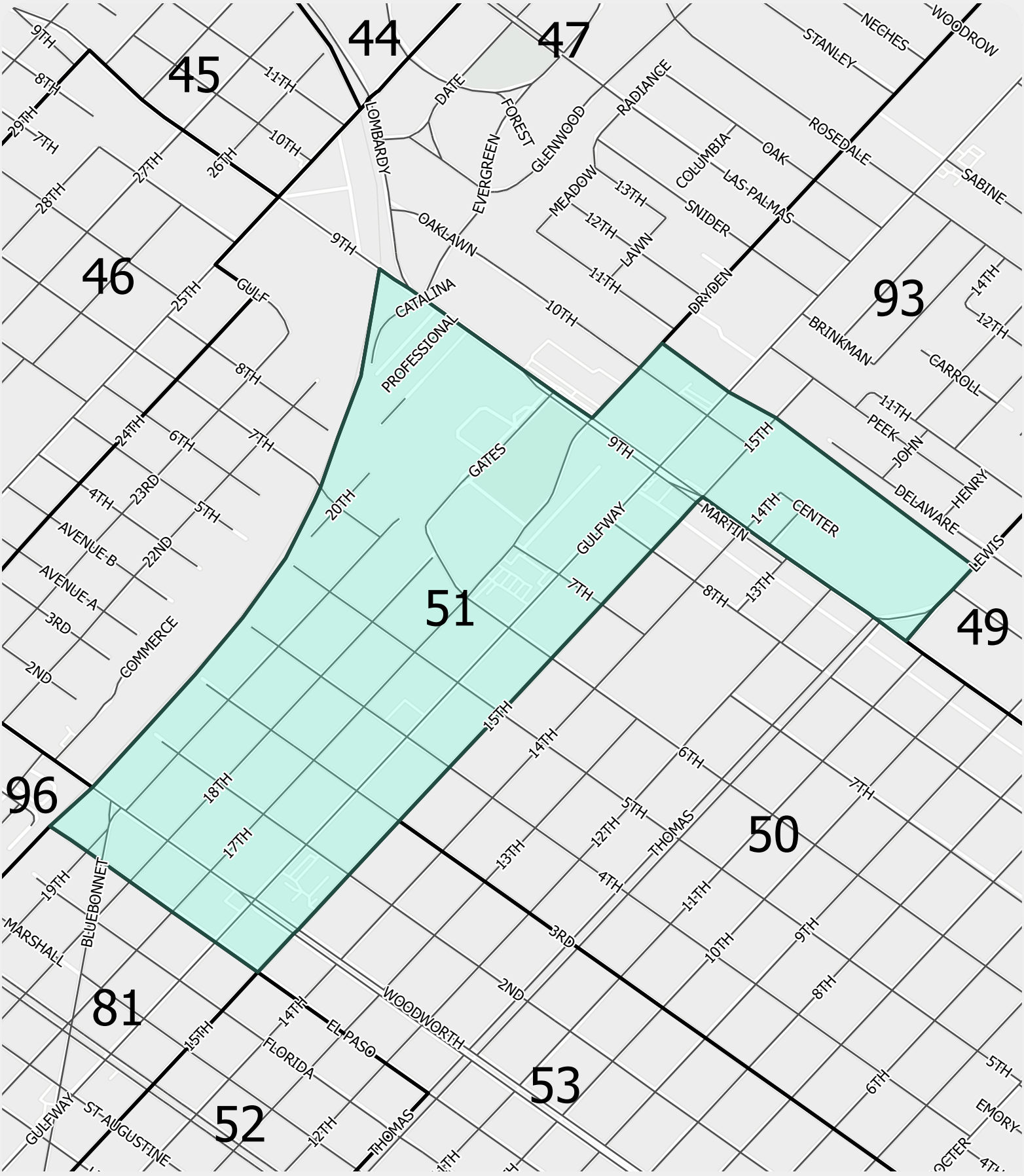
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December 14, 2021



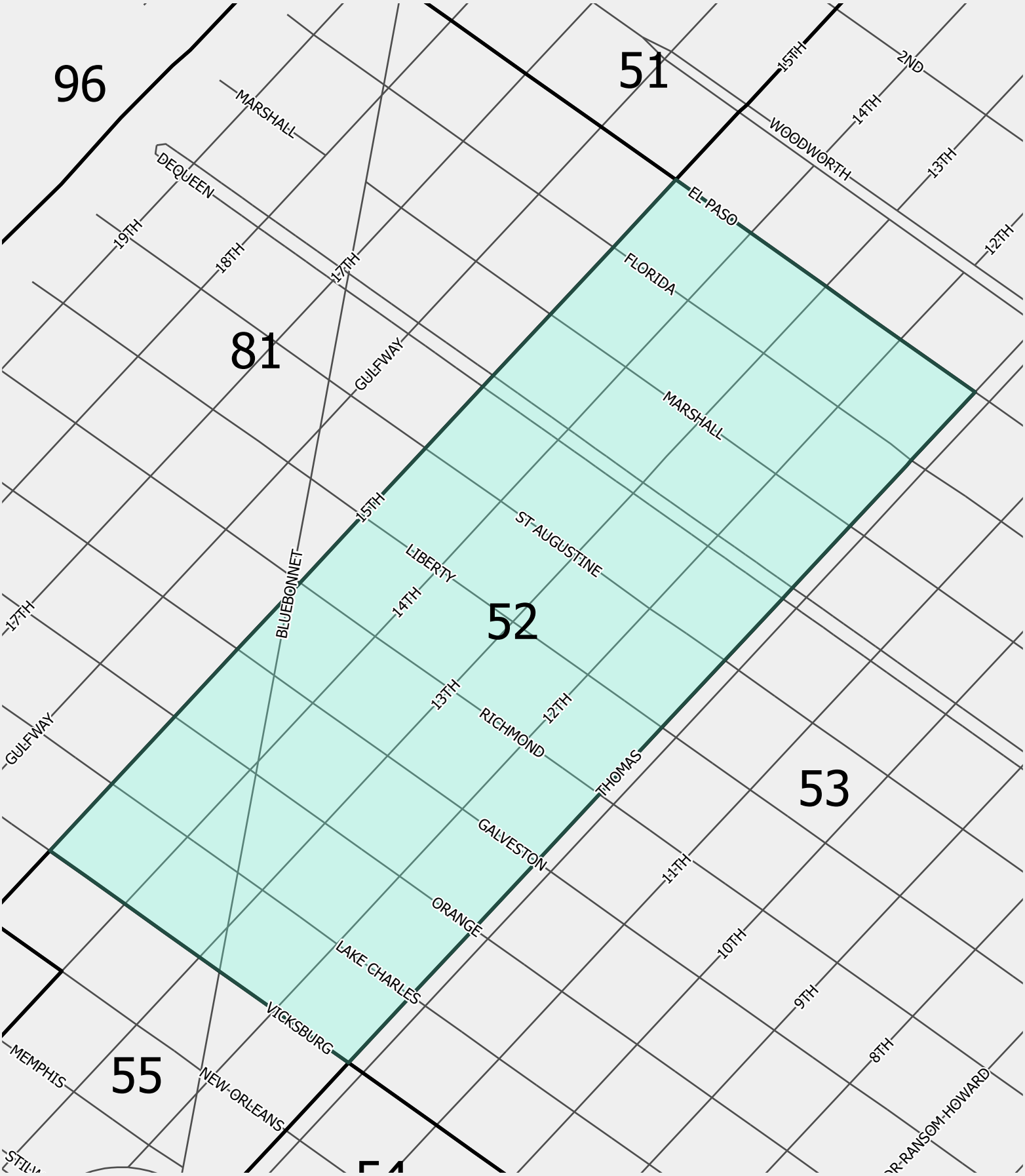
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December 14, 2021



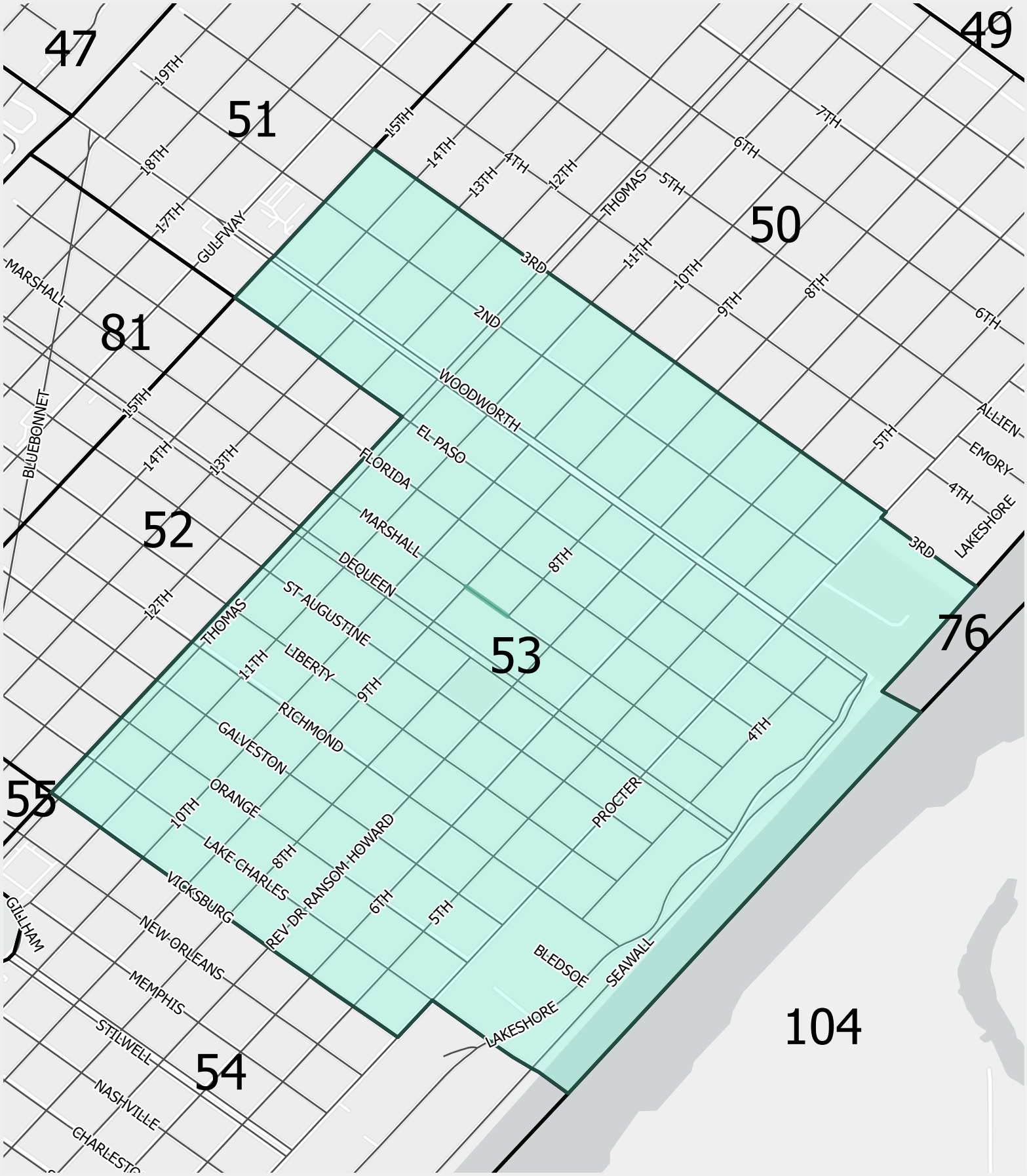
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December 14, 2021



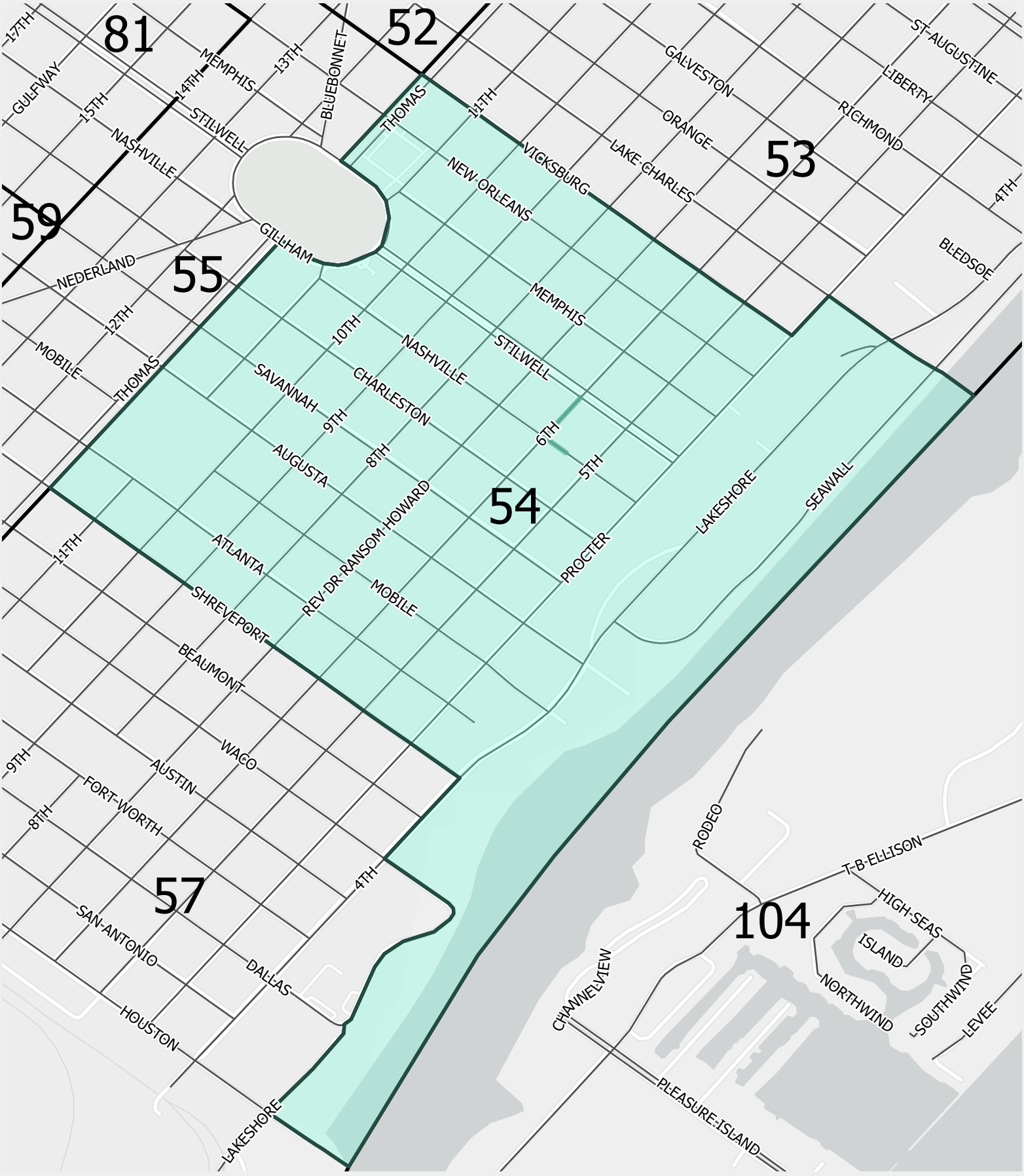
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December 14, 2021



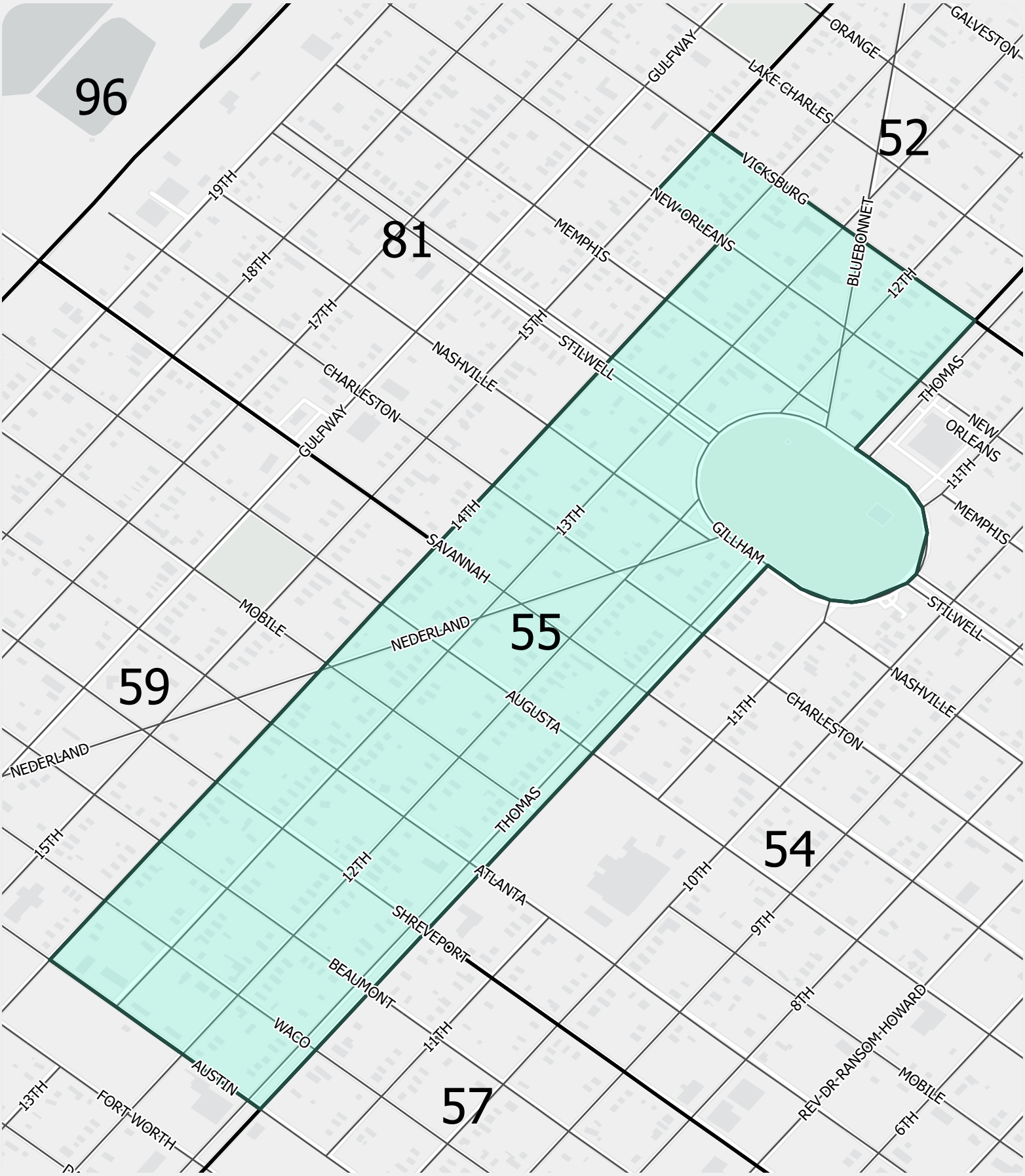
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December 14, 2021



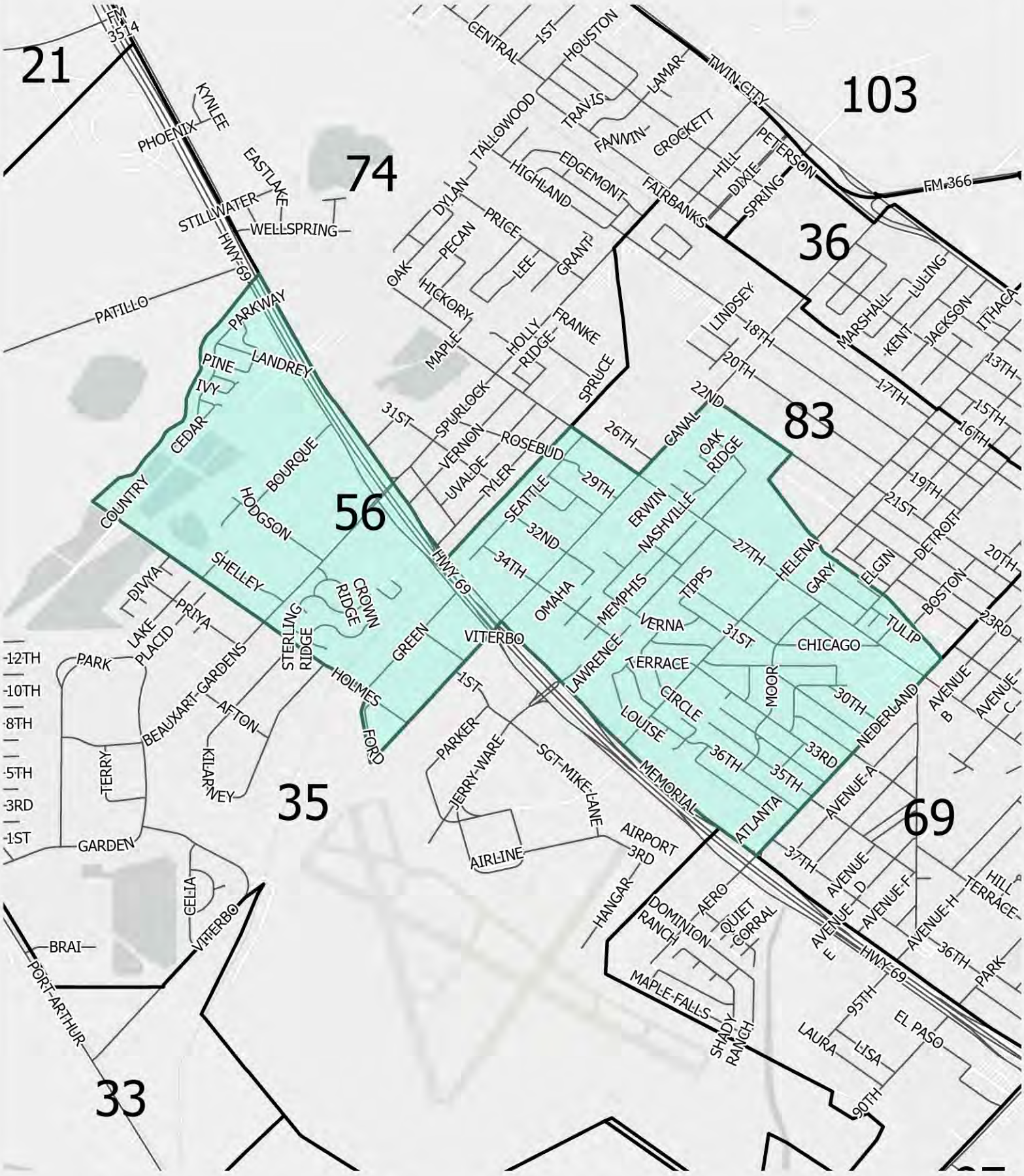
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December 14, 2021



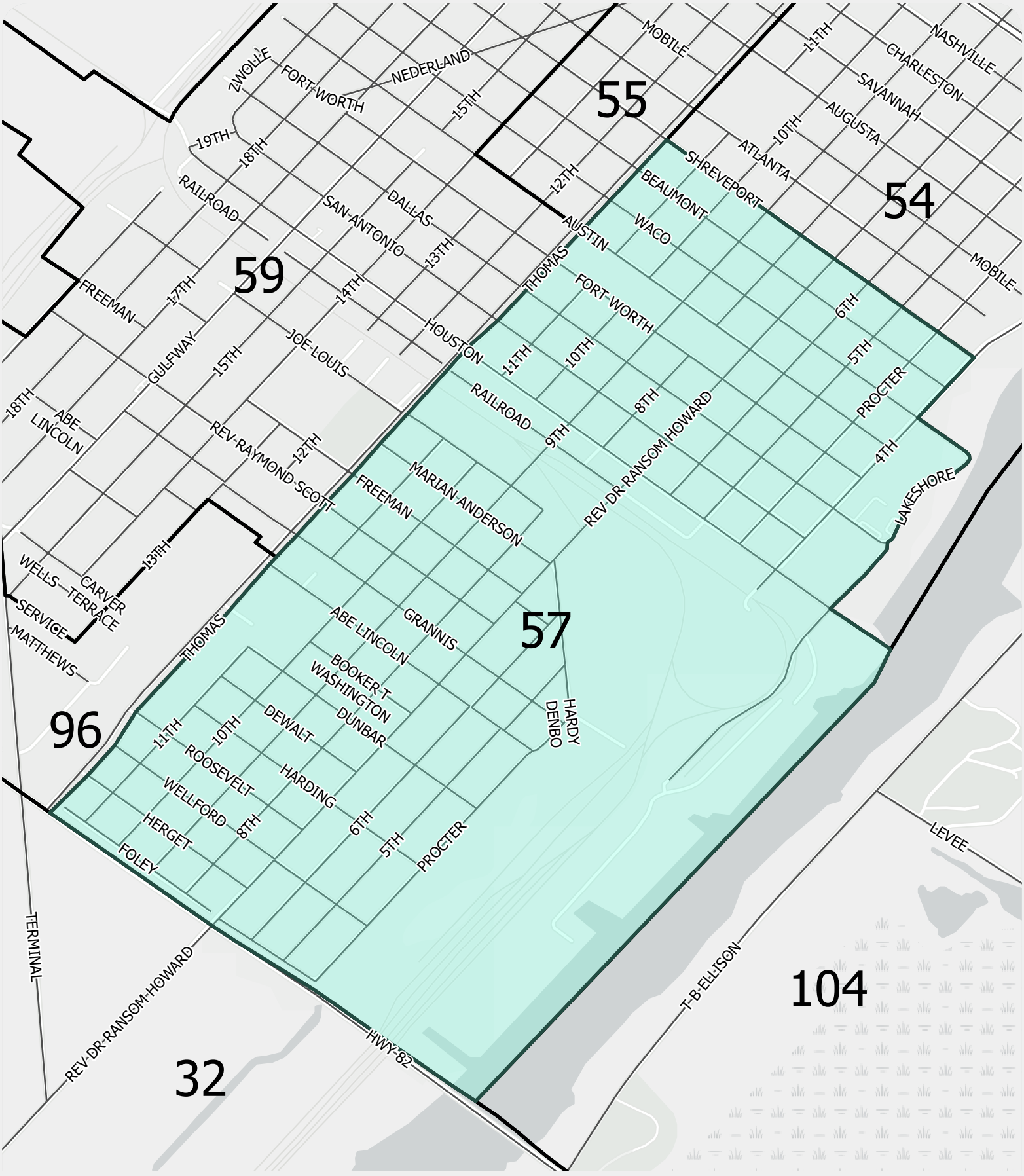
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December 14, 2021



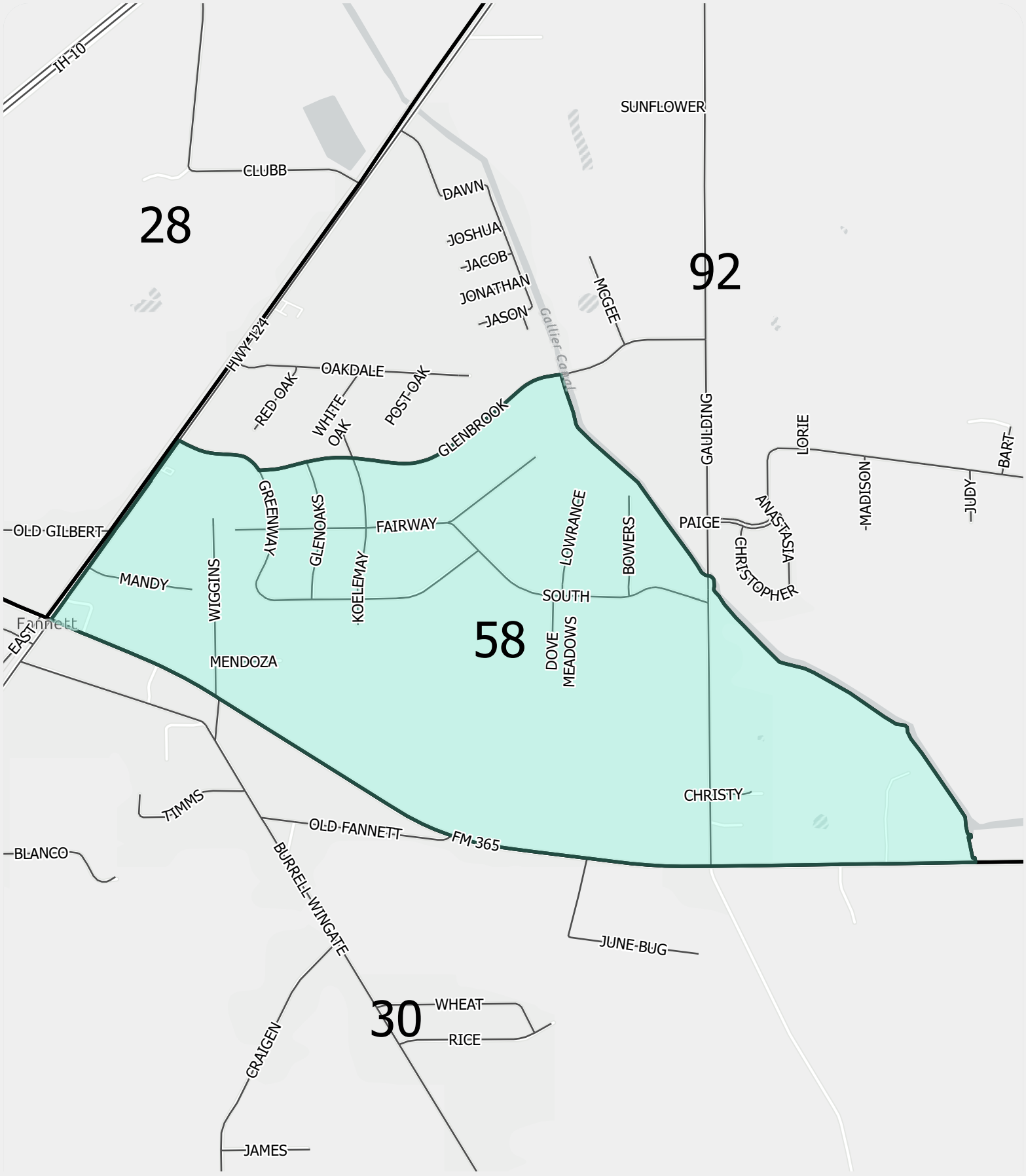
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December 14, 2021



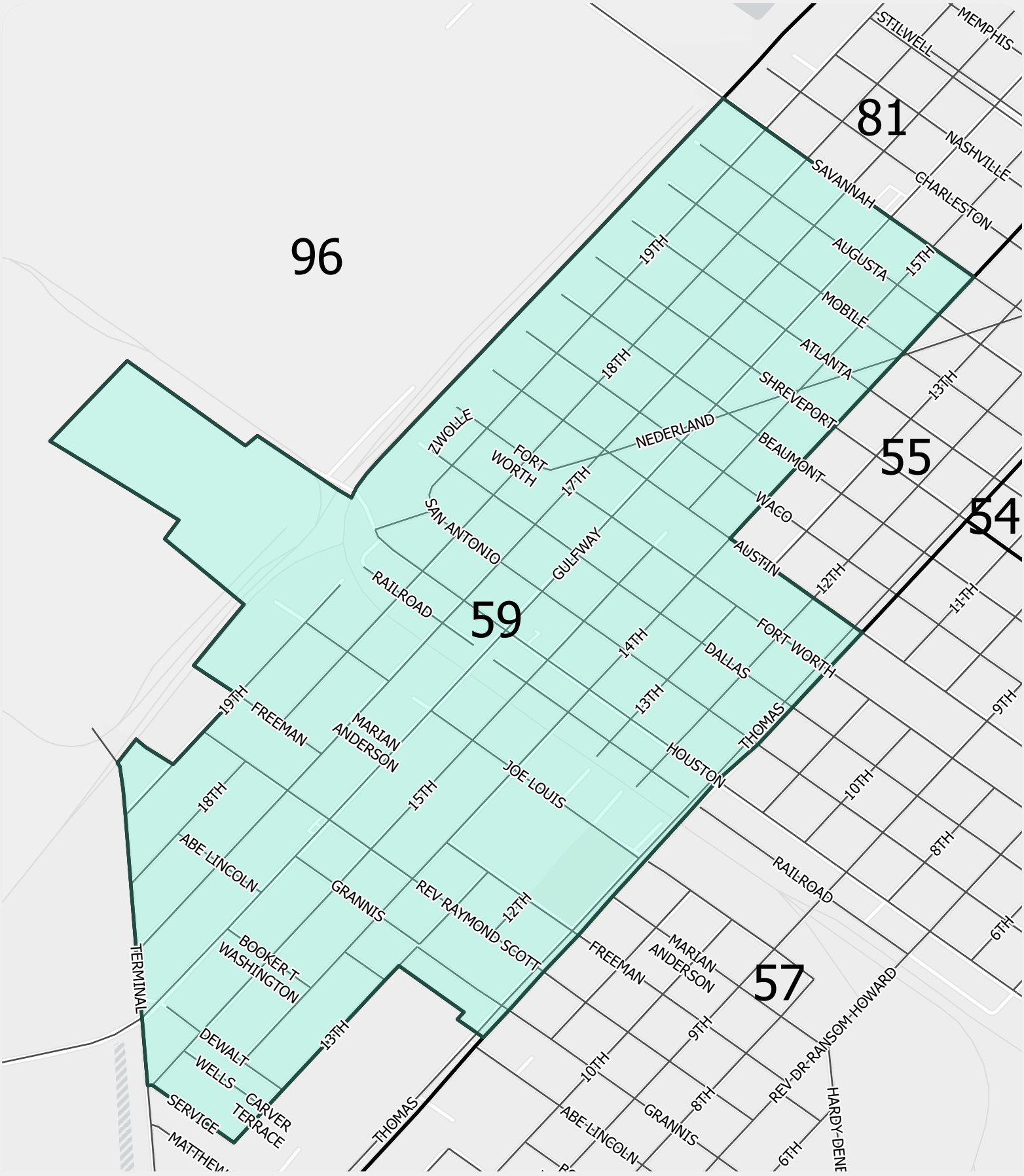
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December 14, 2021



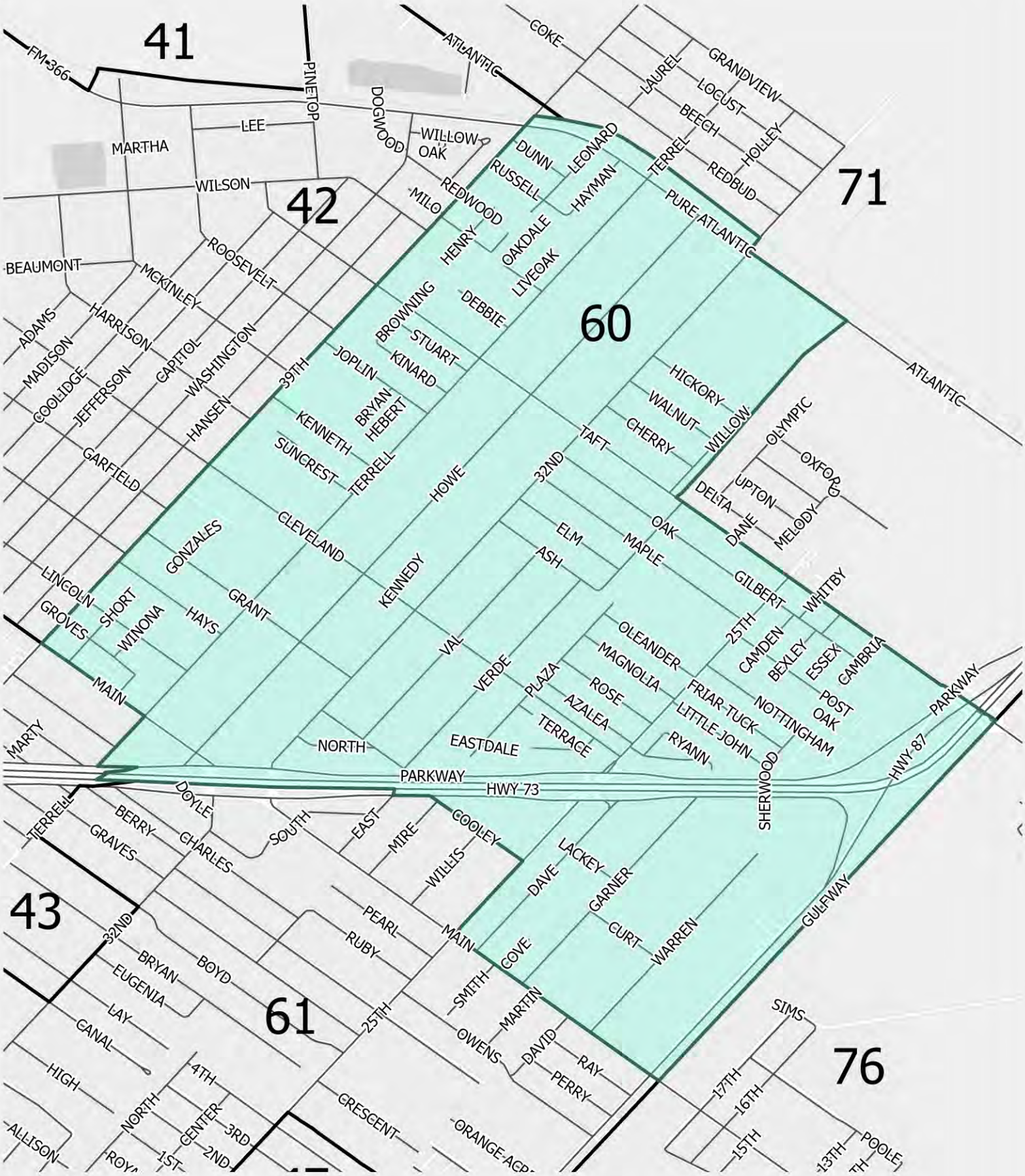
Jefferson County, Texas - Election Precinct No. 57
December 14, 2021



Jefferson County, Texas - Election Precinct No. 58
December 14, 2021



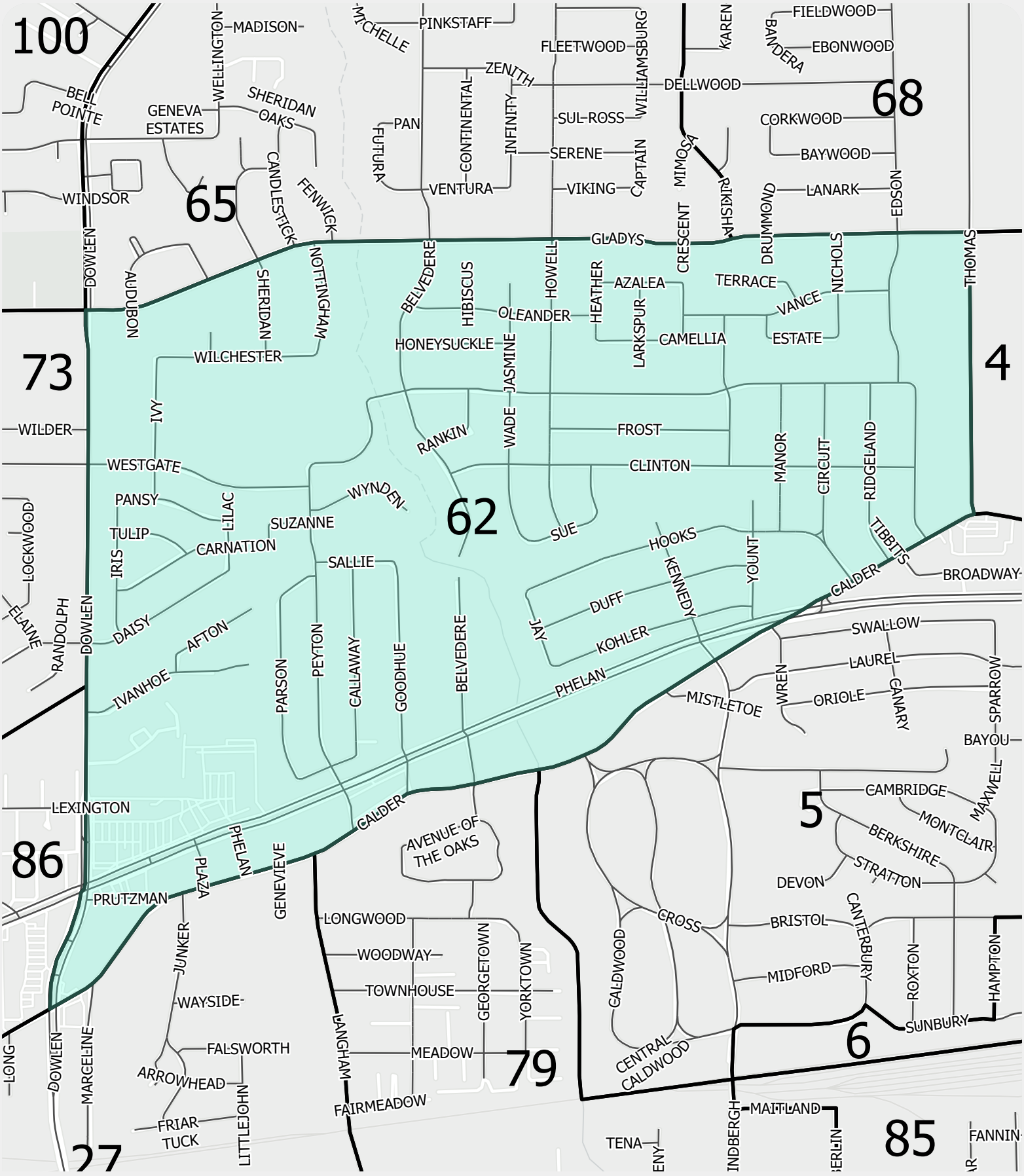
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December 14, 2021



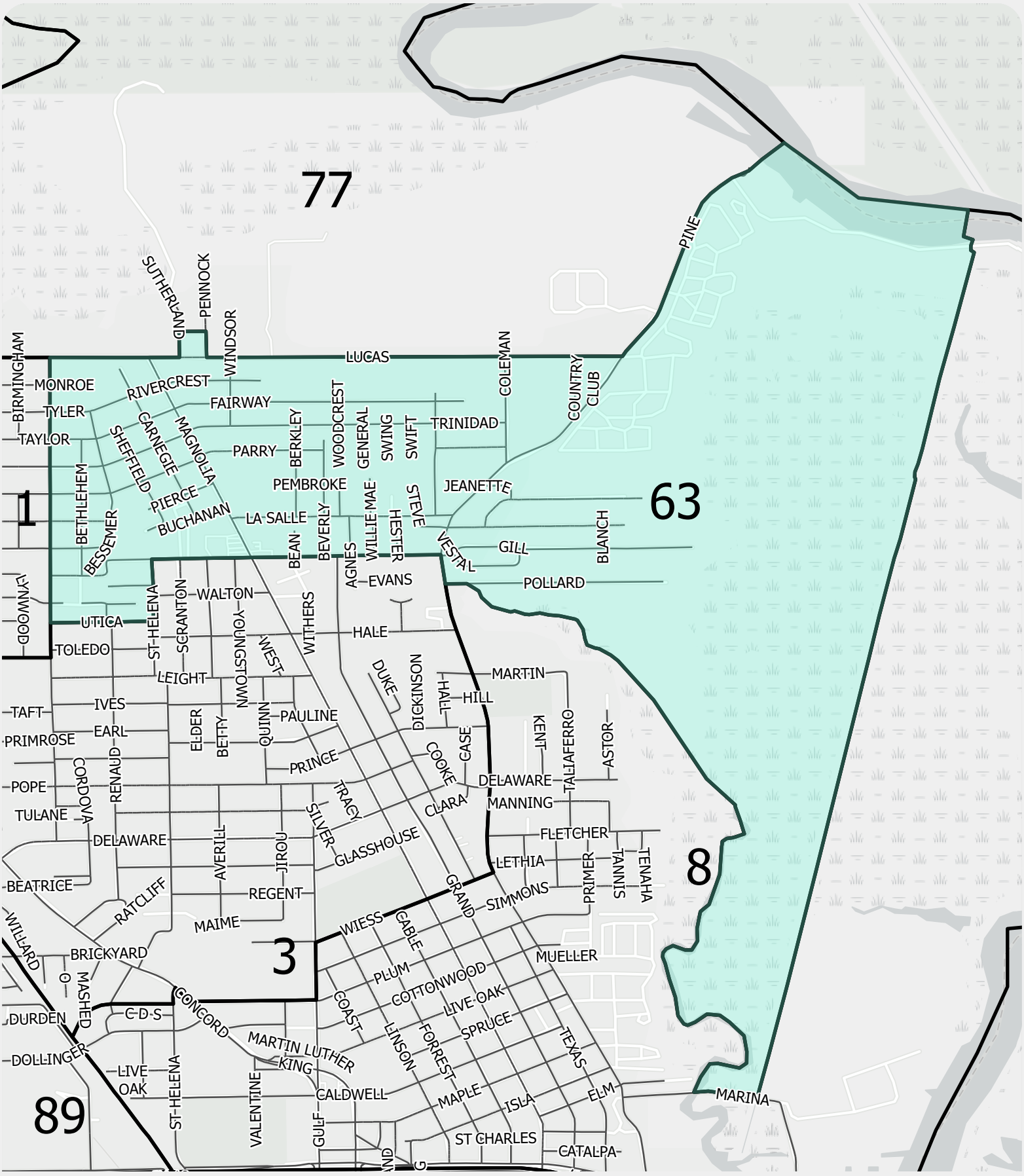
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December 14, 2021



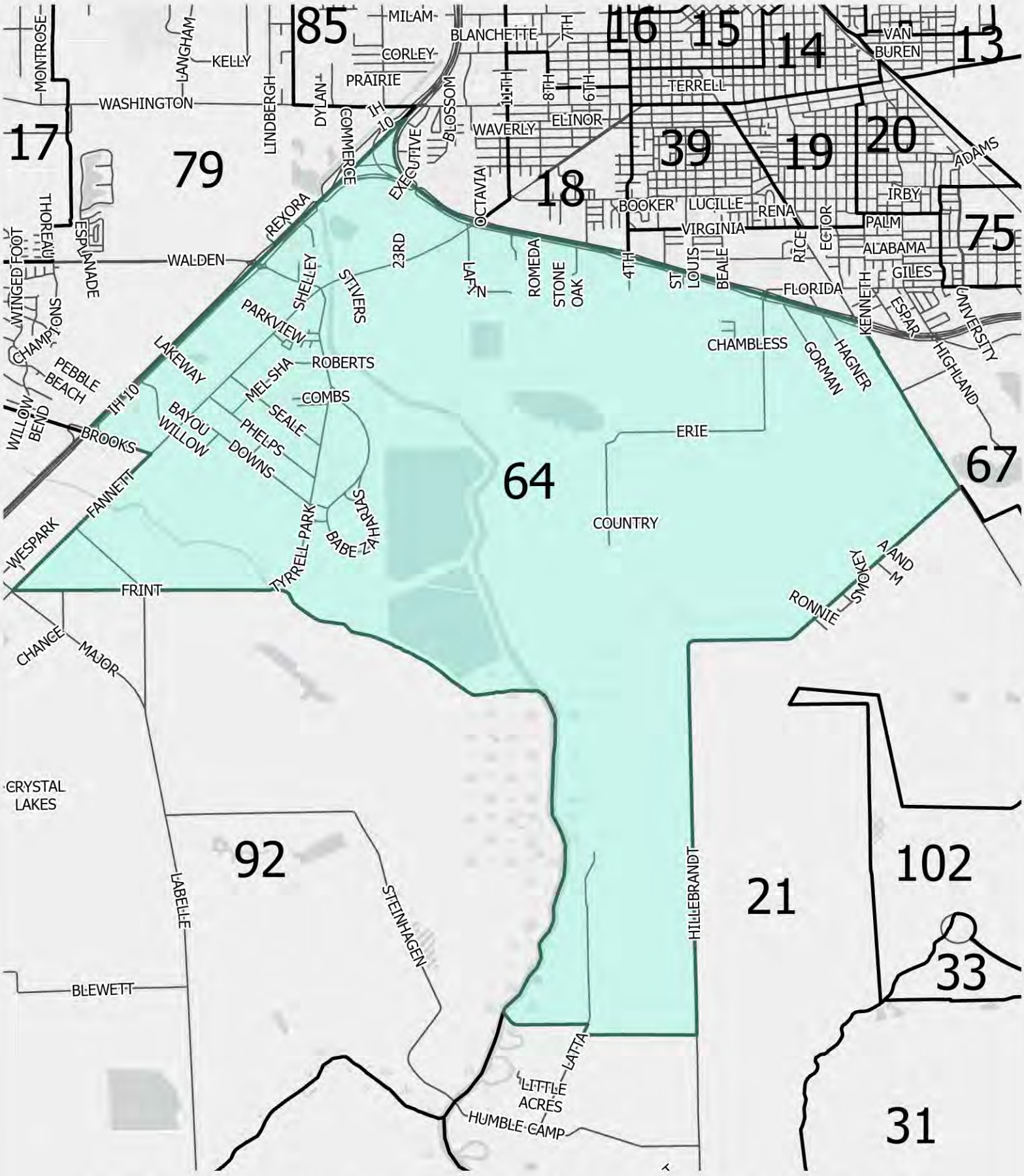
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December 14, 2021



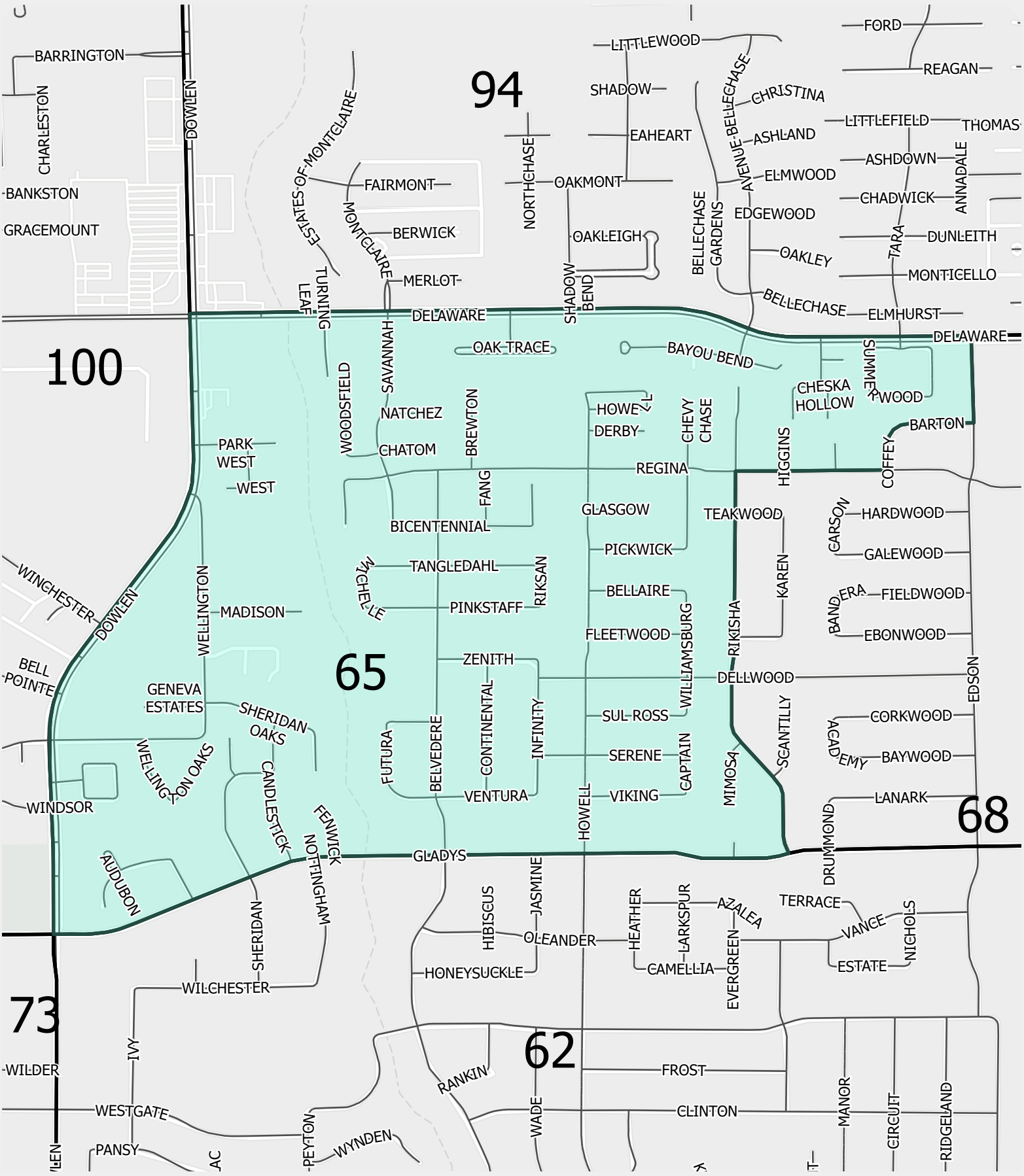
Jefferson County, Texas - Election Precinct No. 62
December 14, 2021



Jefferson County, Texas - Election Precinct No. 63
December 14, 2021

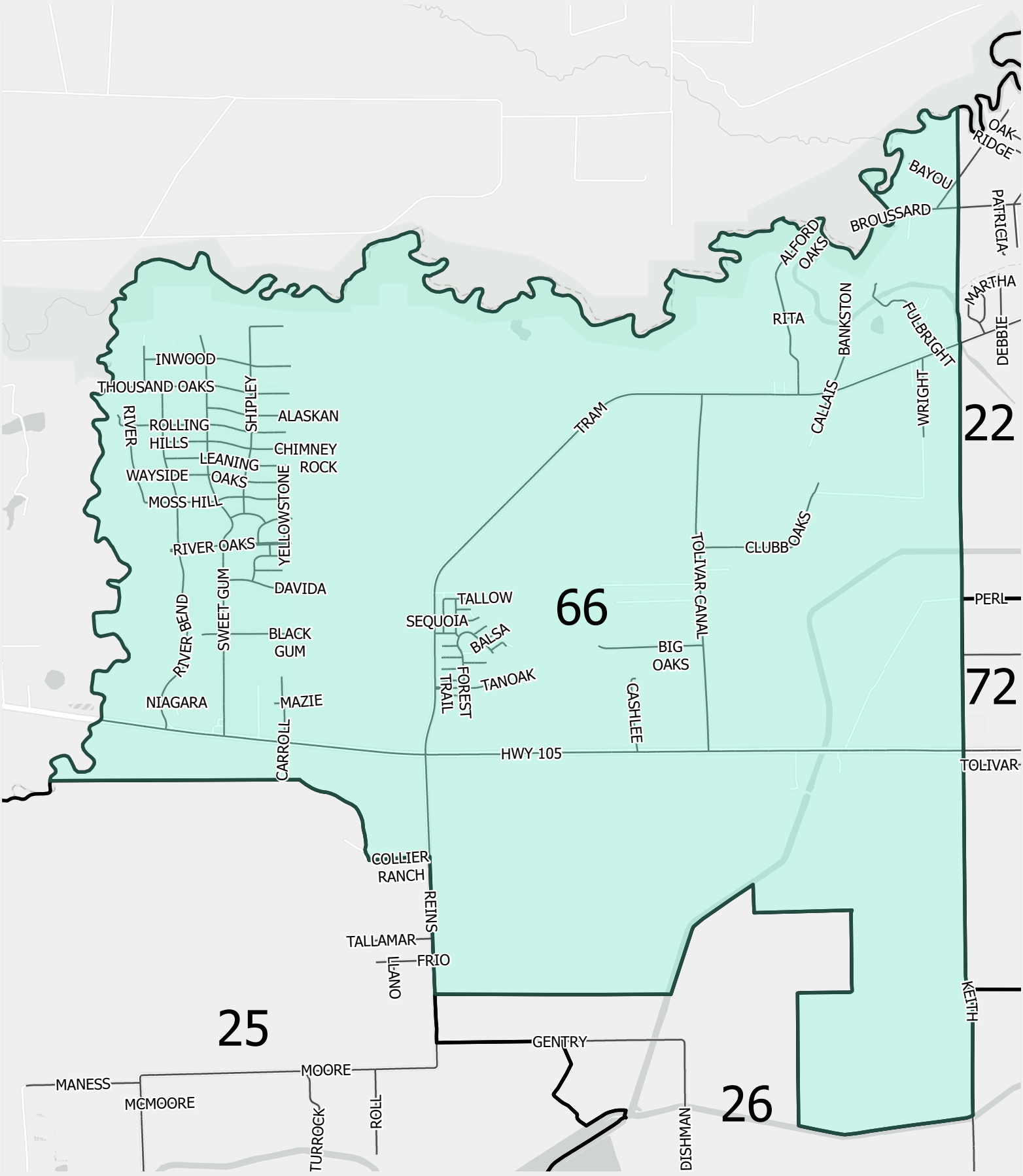


Jefferson County, Texas - Election Precinct No. 64
December 14, 2021

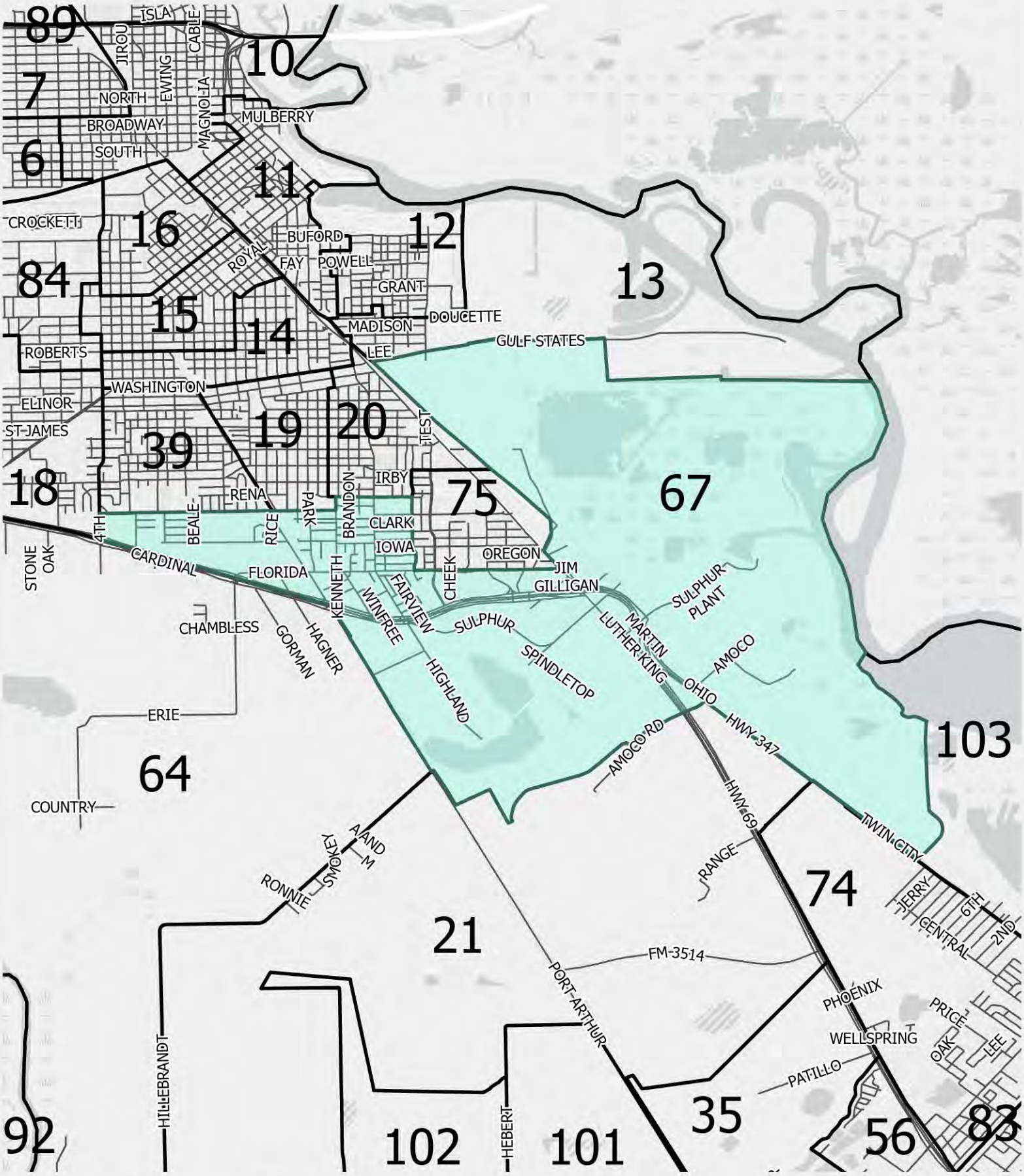


Jefferson County, Texas - Election Precinct No. 65

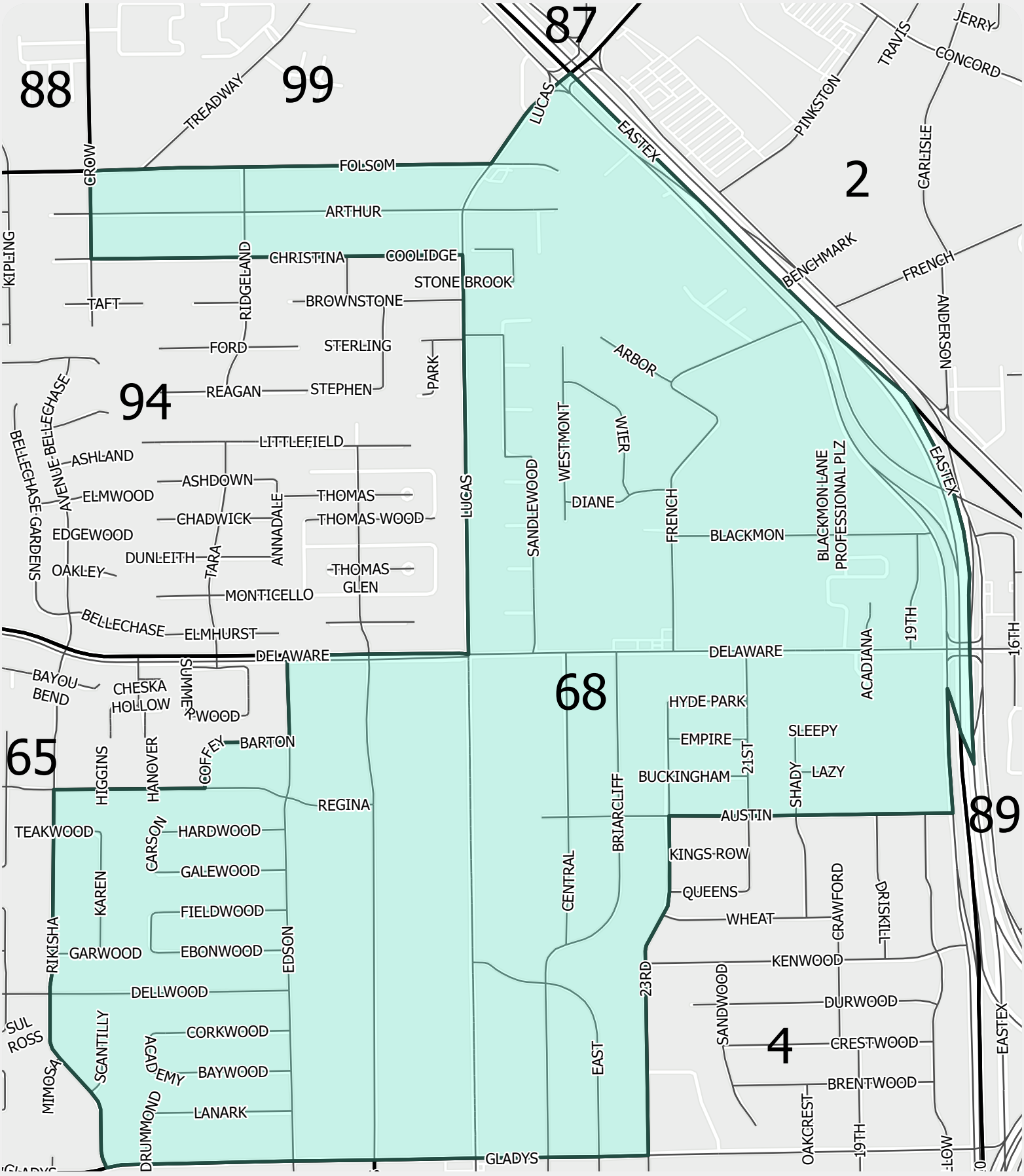
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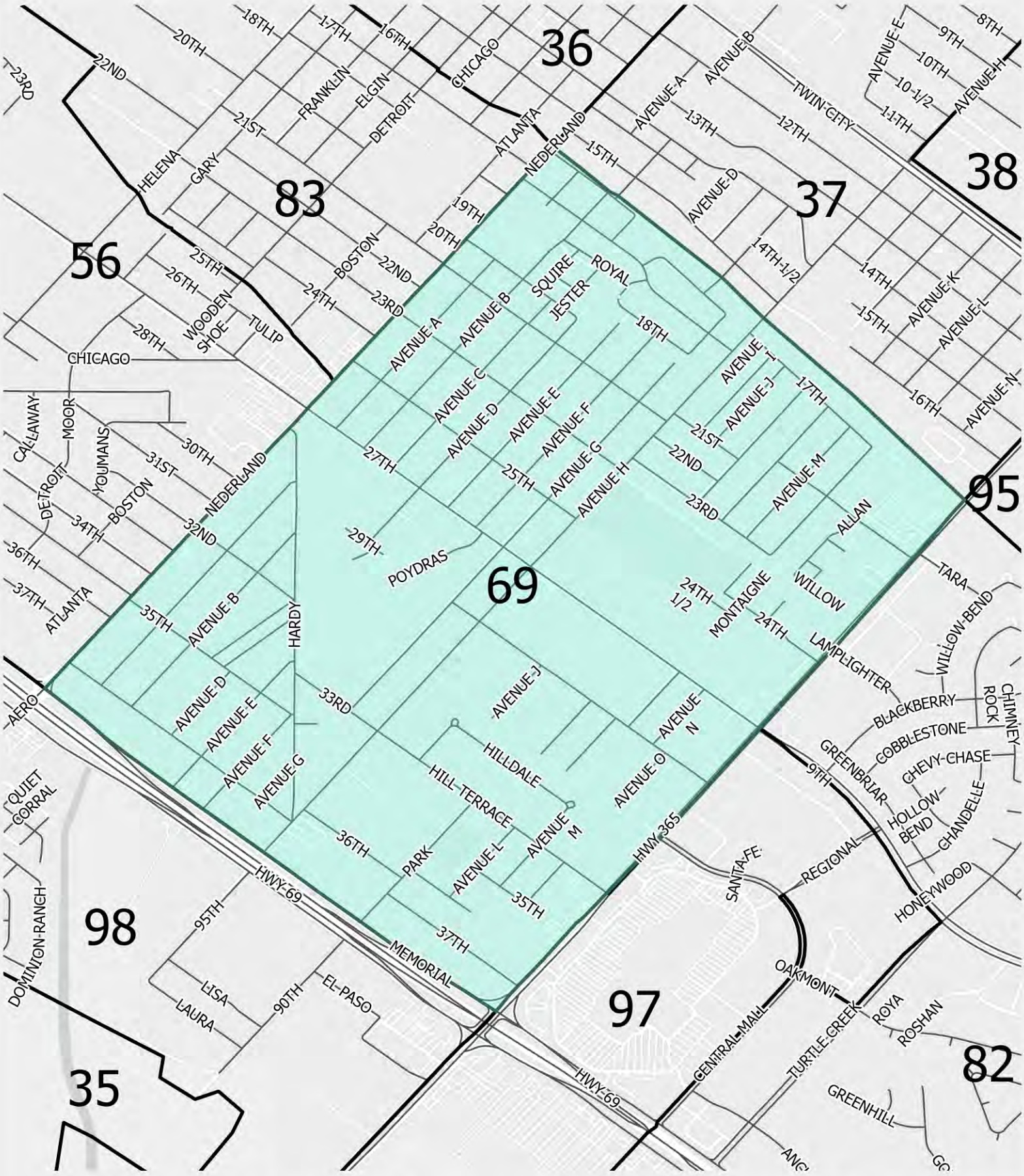
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December 14, 2021



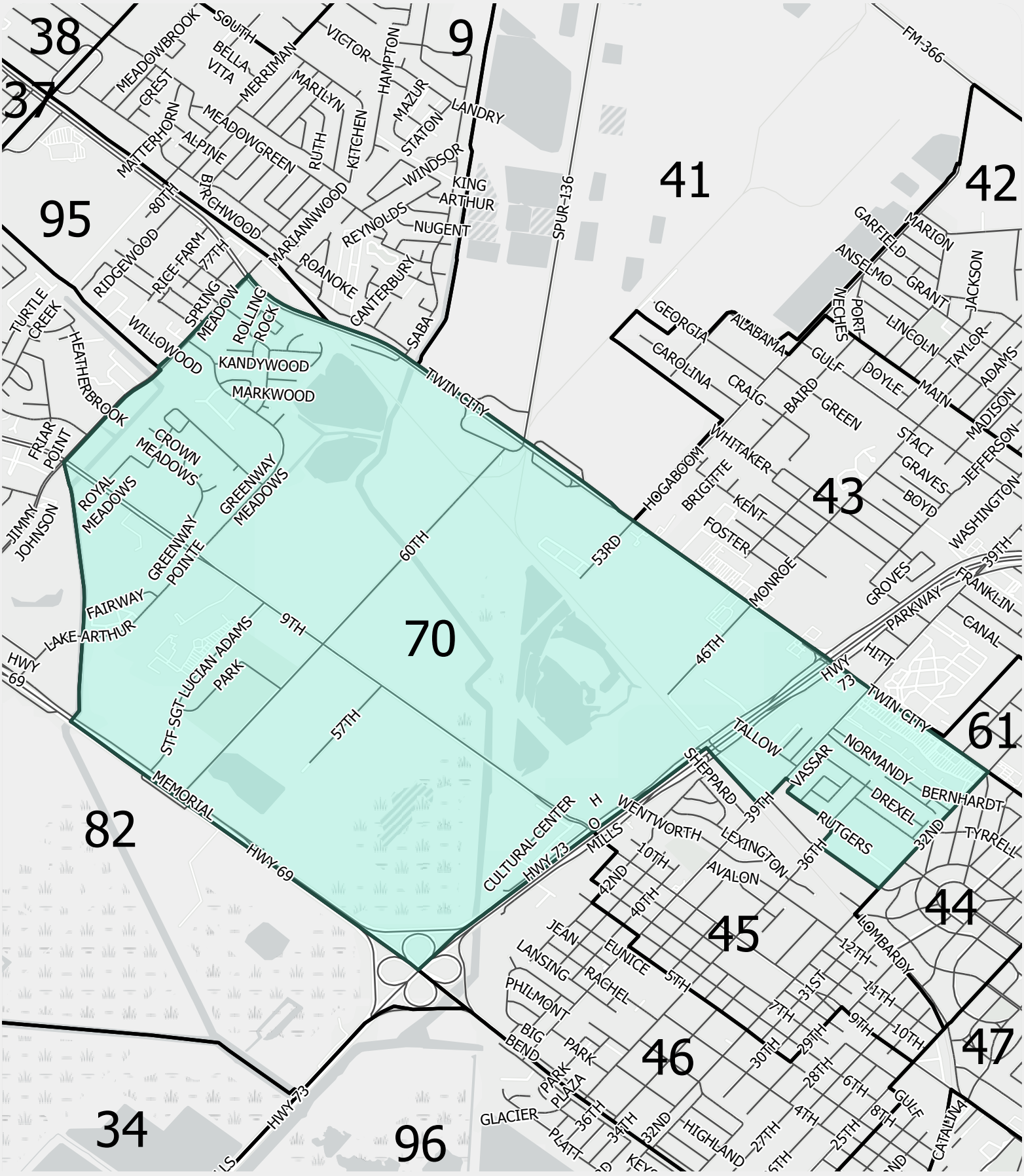
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December 14, 2021



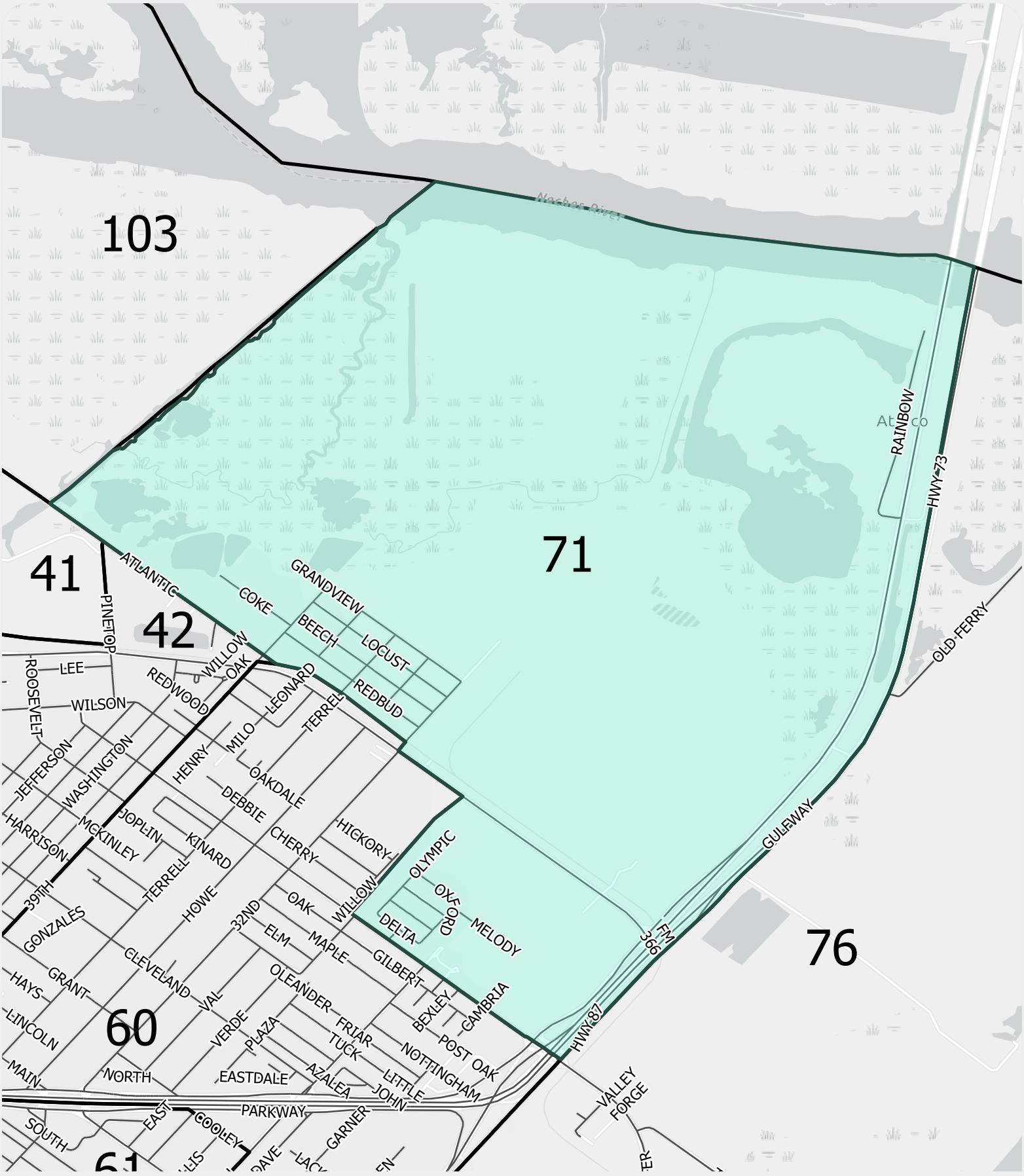
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December 14, 2021



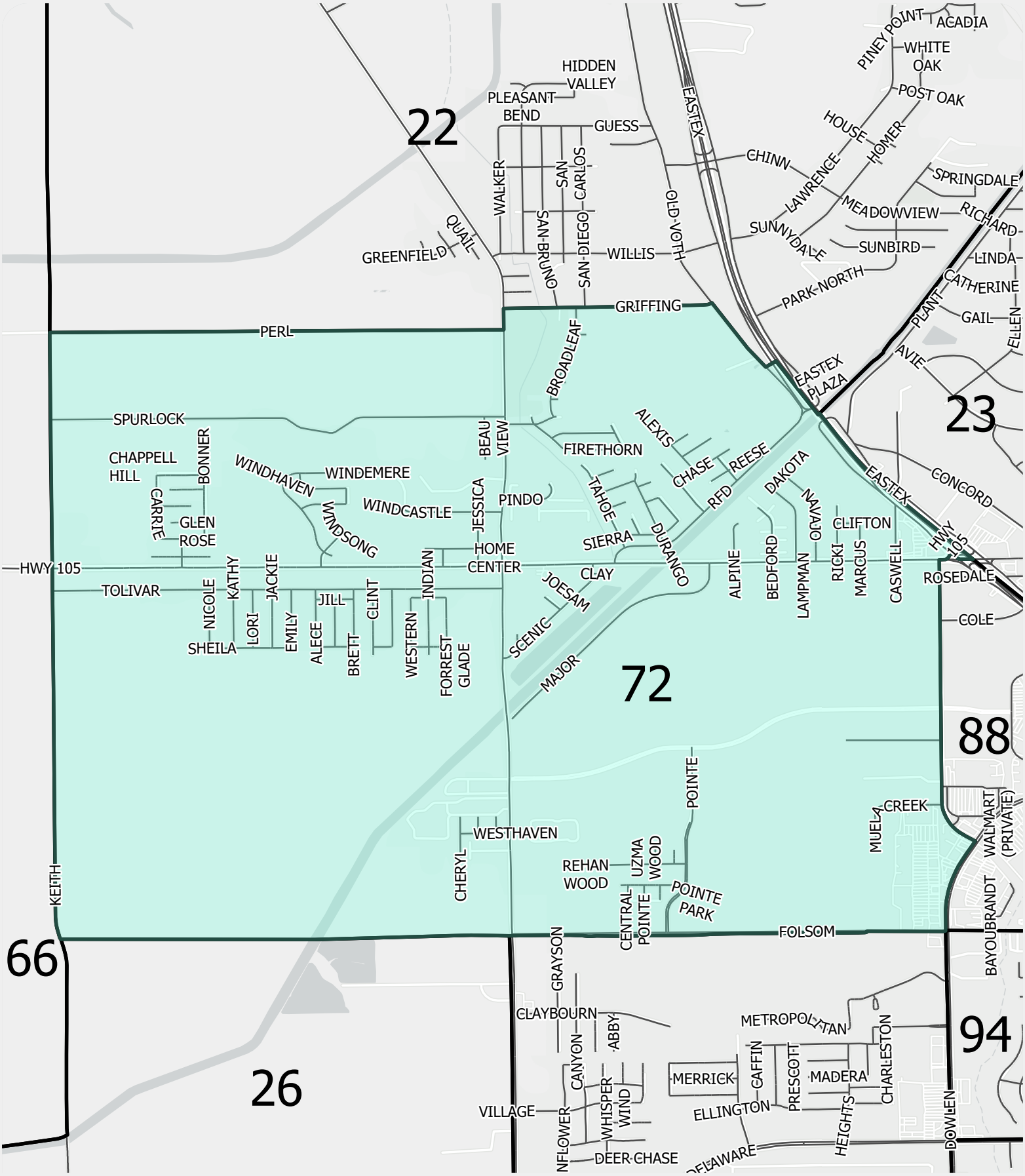
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December 14, 2021



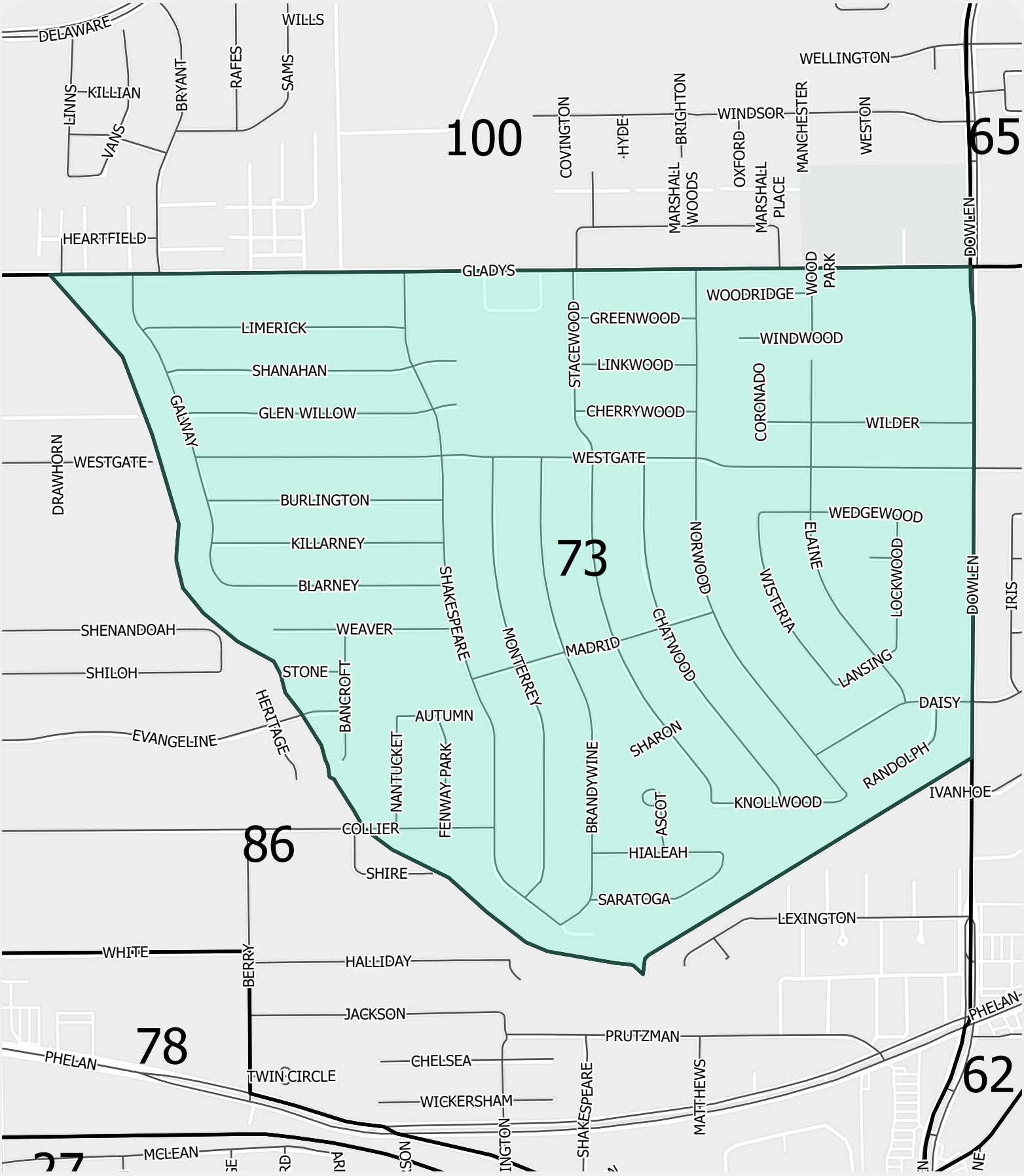
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December 14, 2021



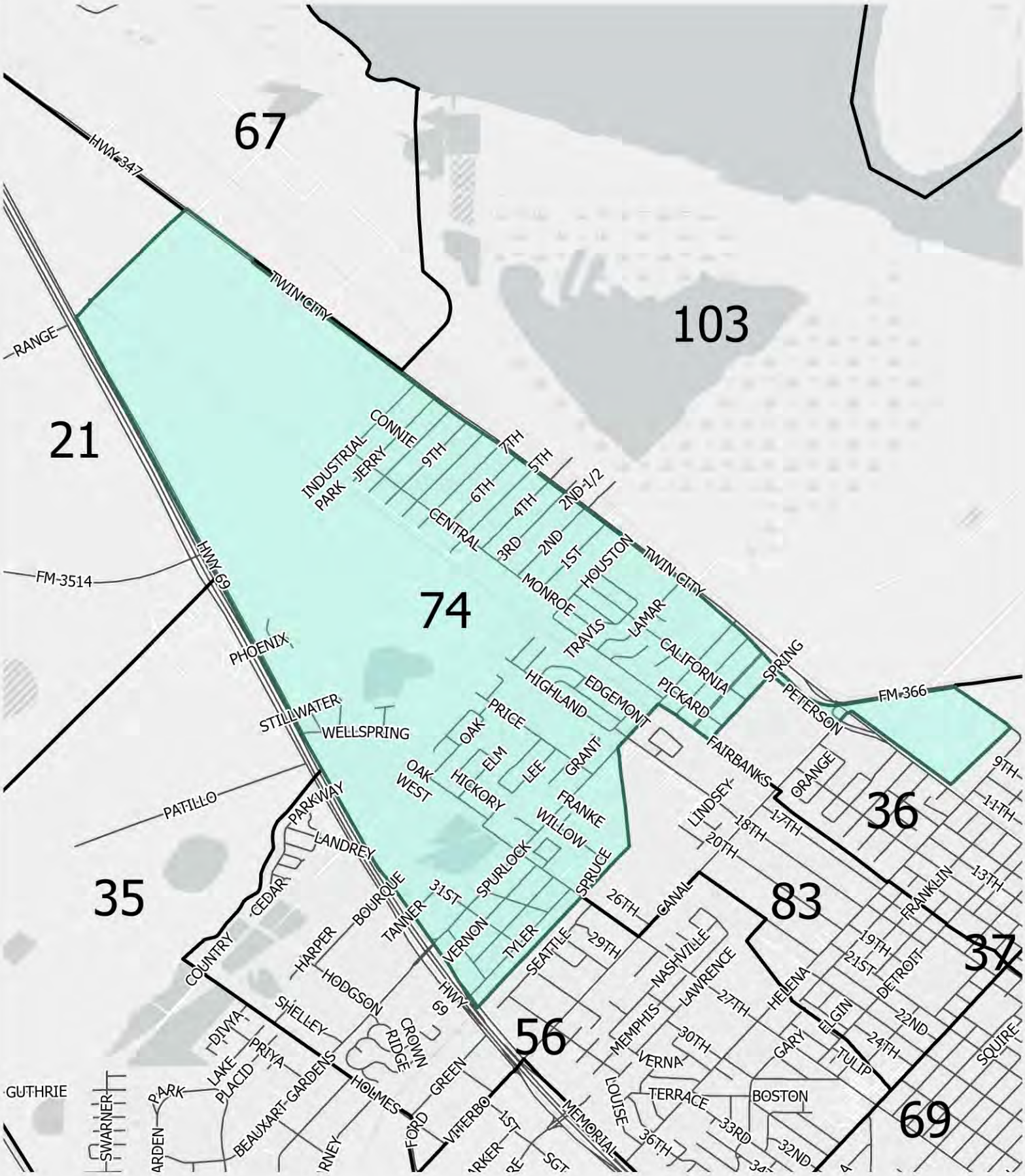
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December 14, 2021



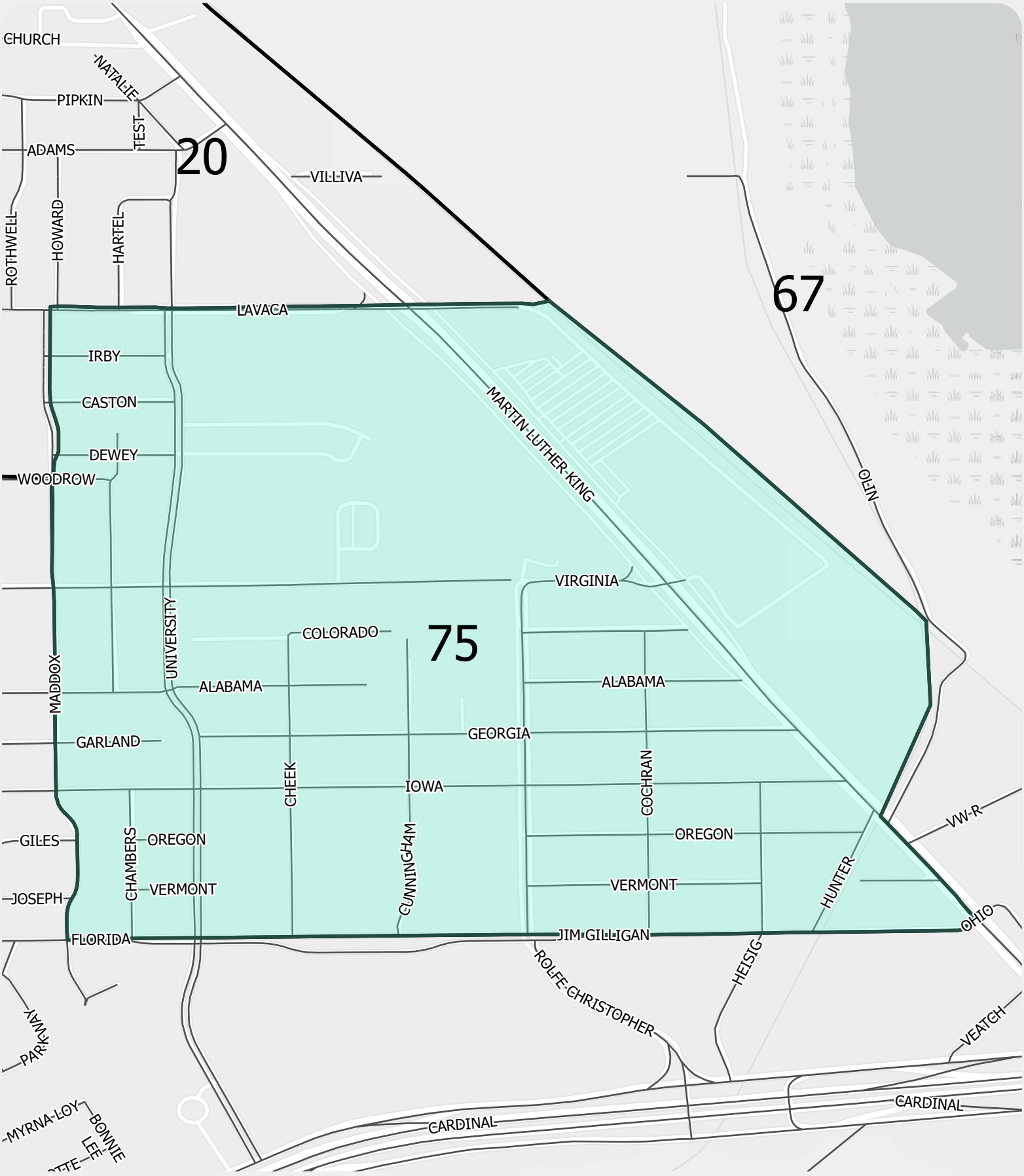
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December 14, 2021



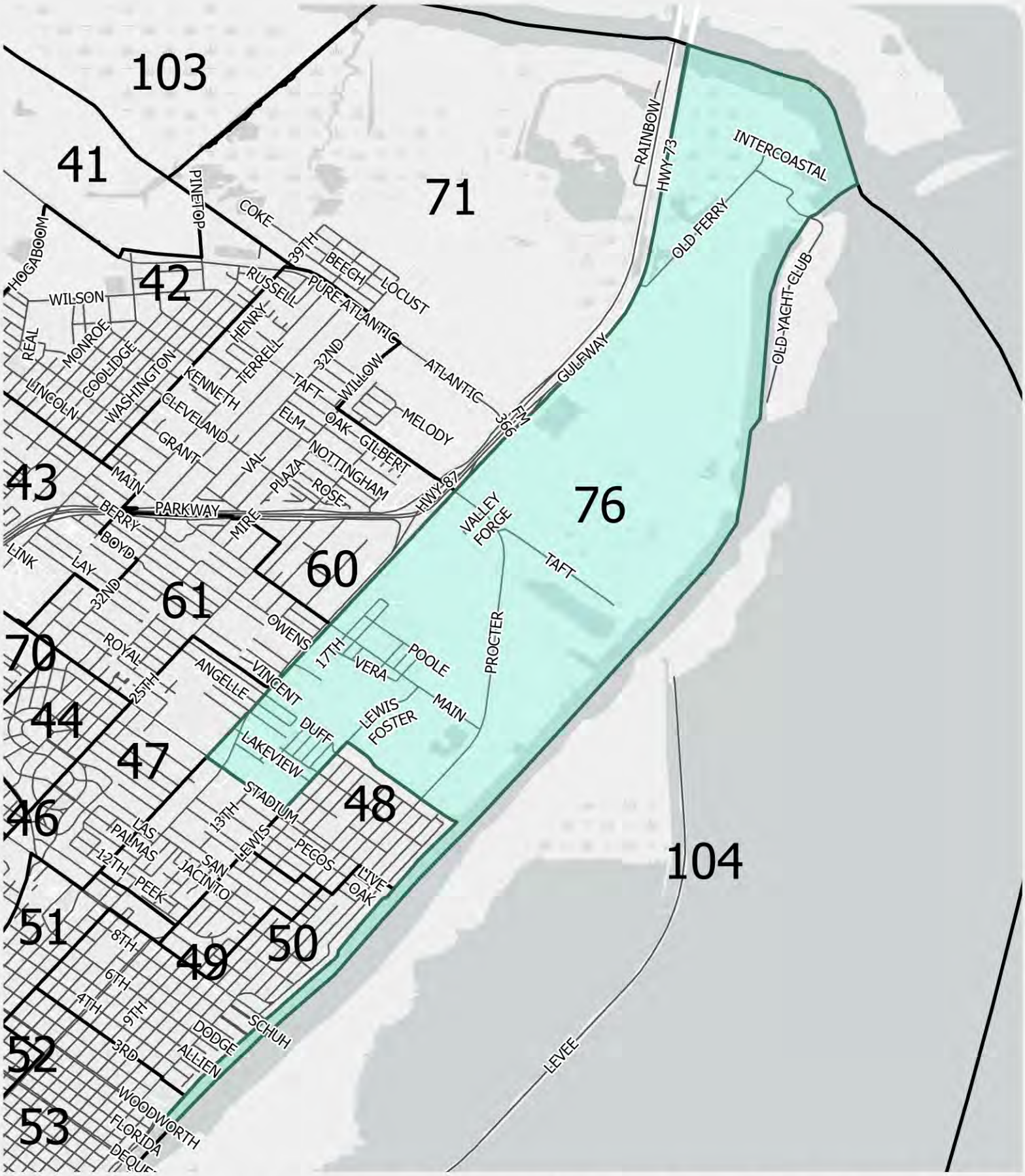
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December 14, 2021



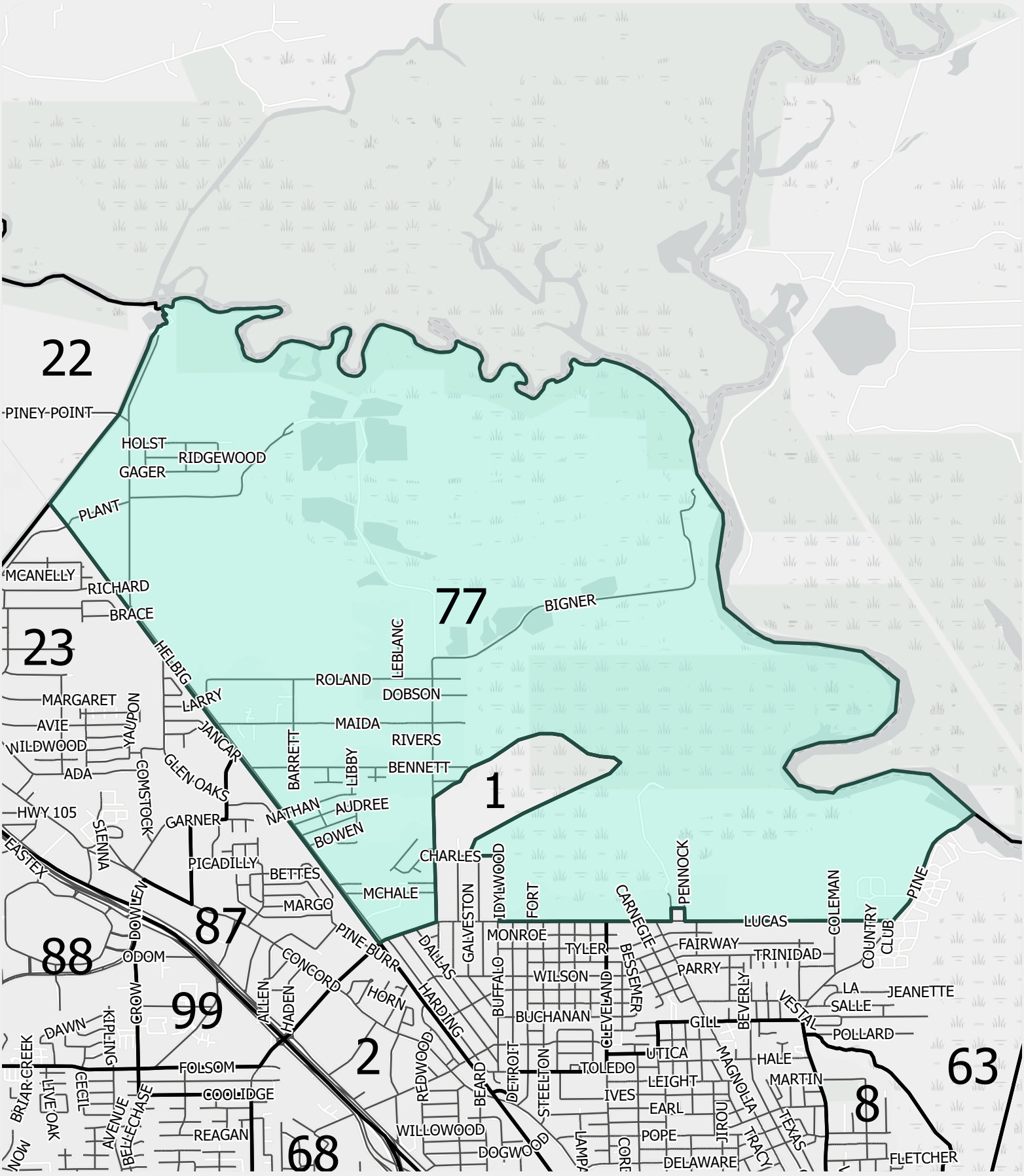
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December 14, 2021



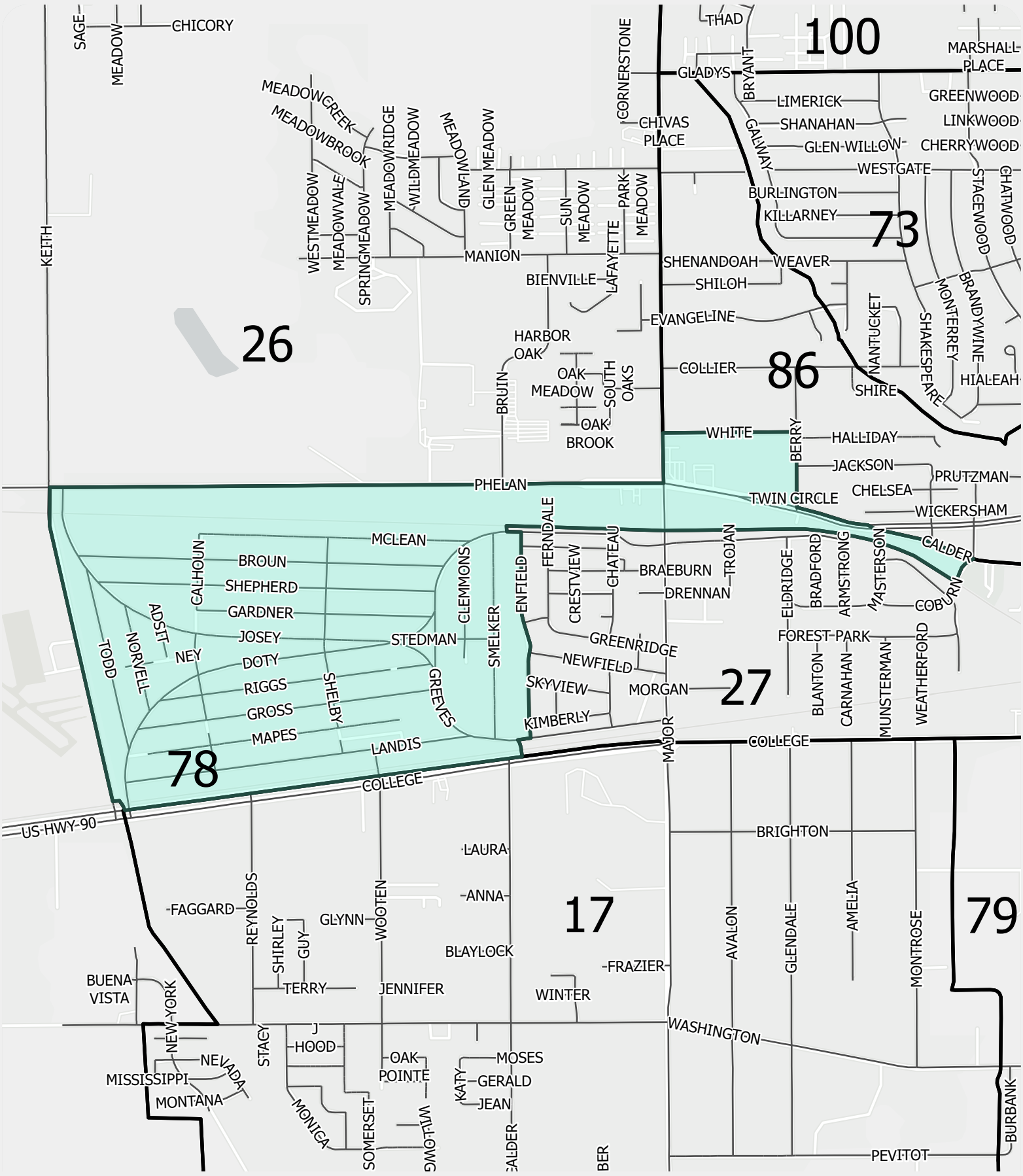
Jefferson County, Texas - Election Precinct No. 75
December 14, 2021



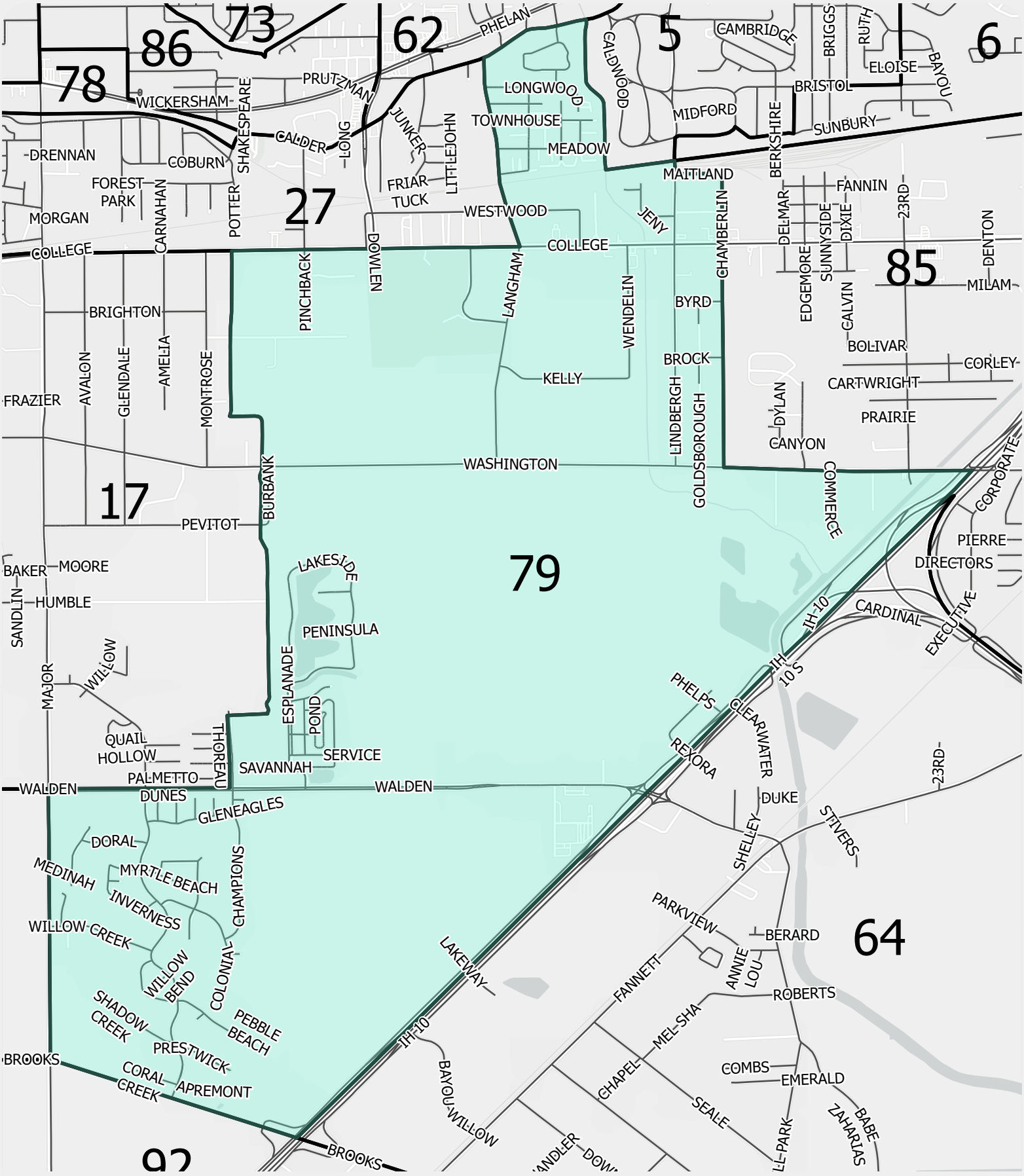
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December 14, 2021



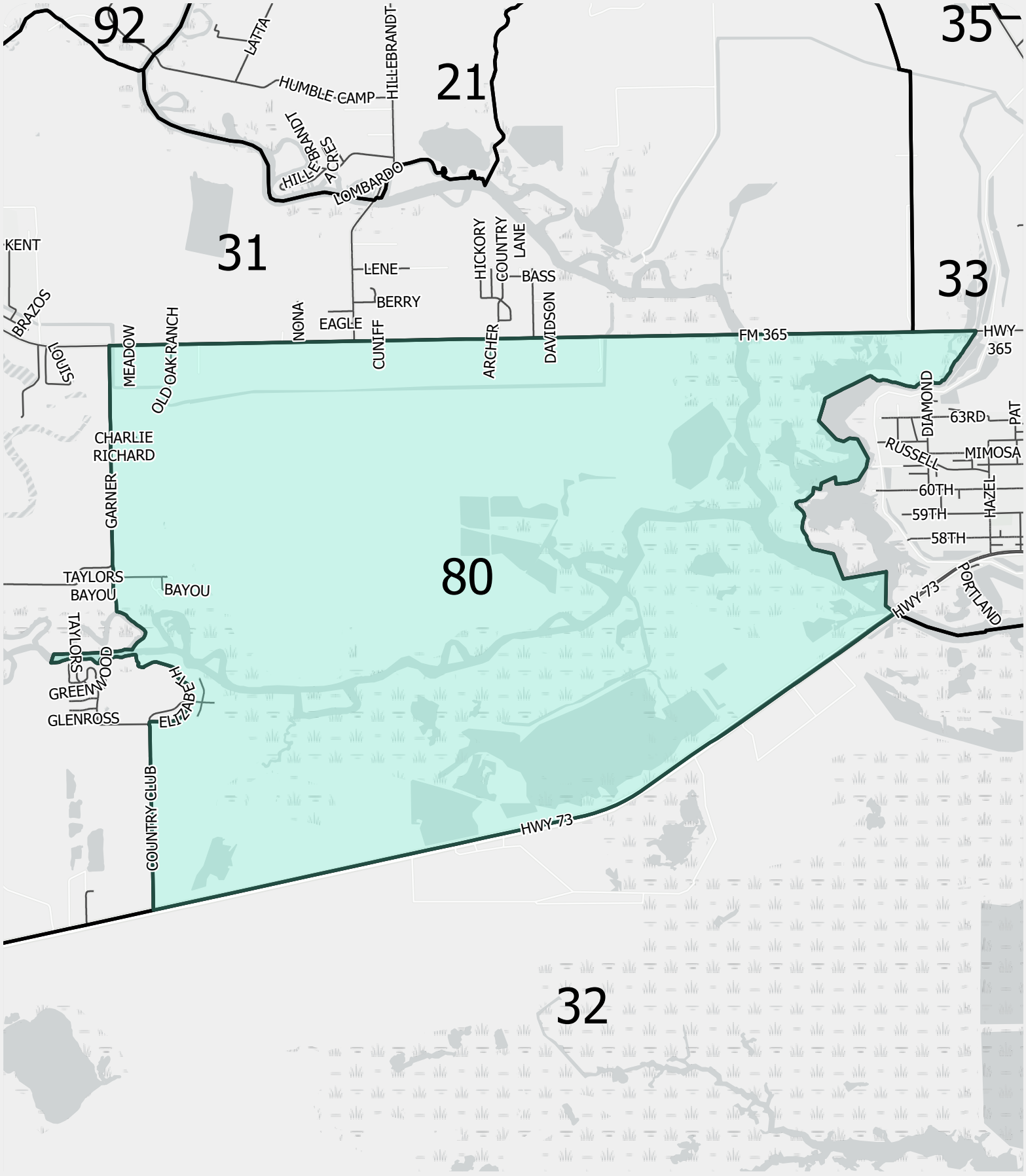
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December 14, 2021



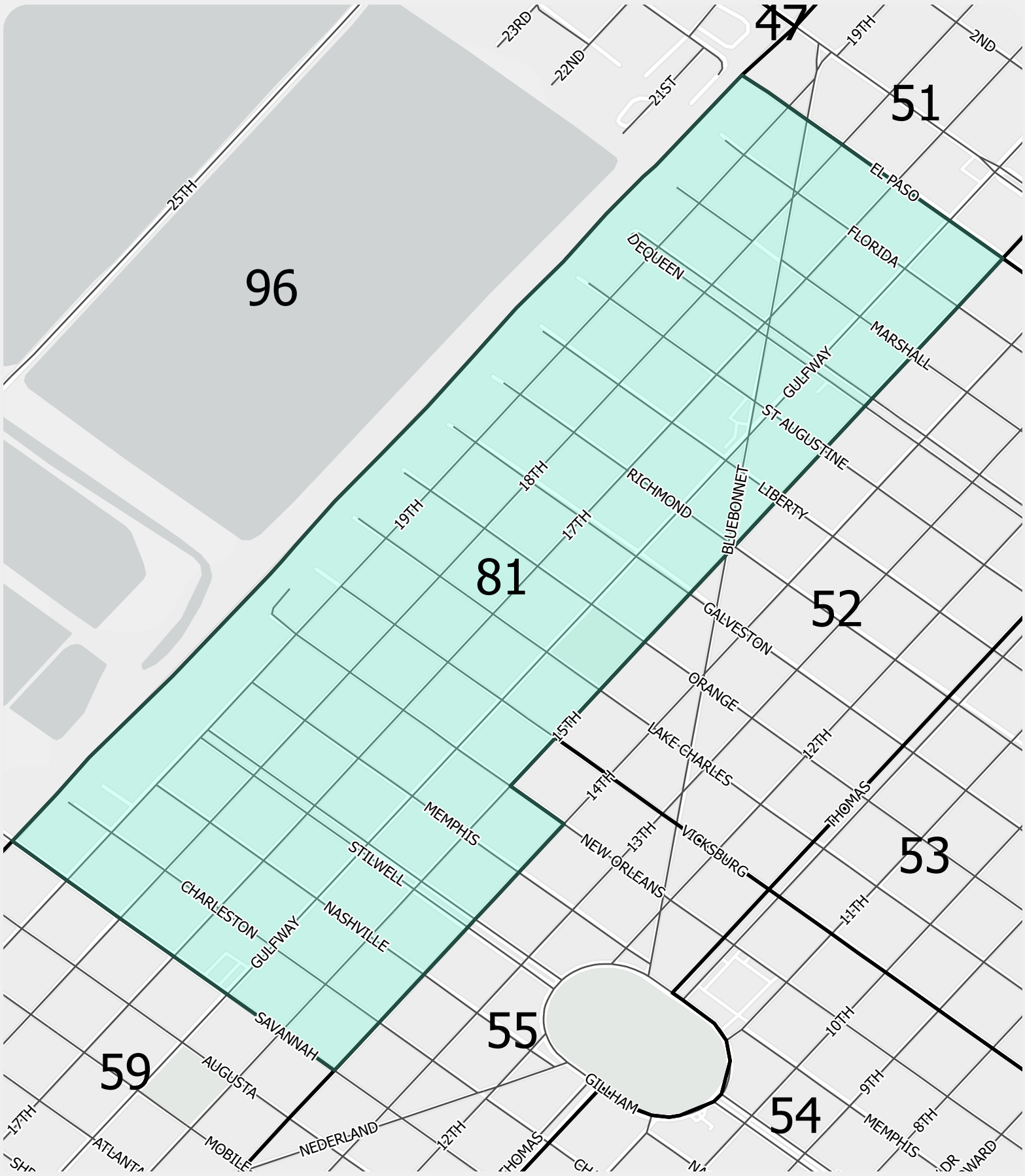
Jefferson County, Texas - Election Precinct No. 78
December 14, 2021



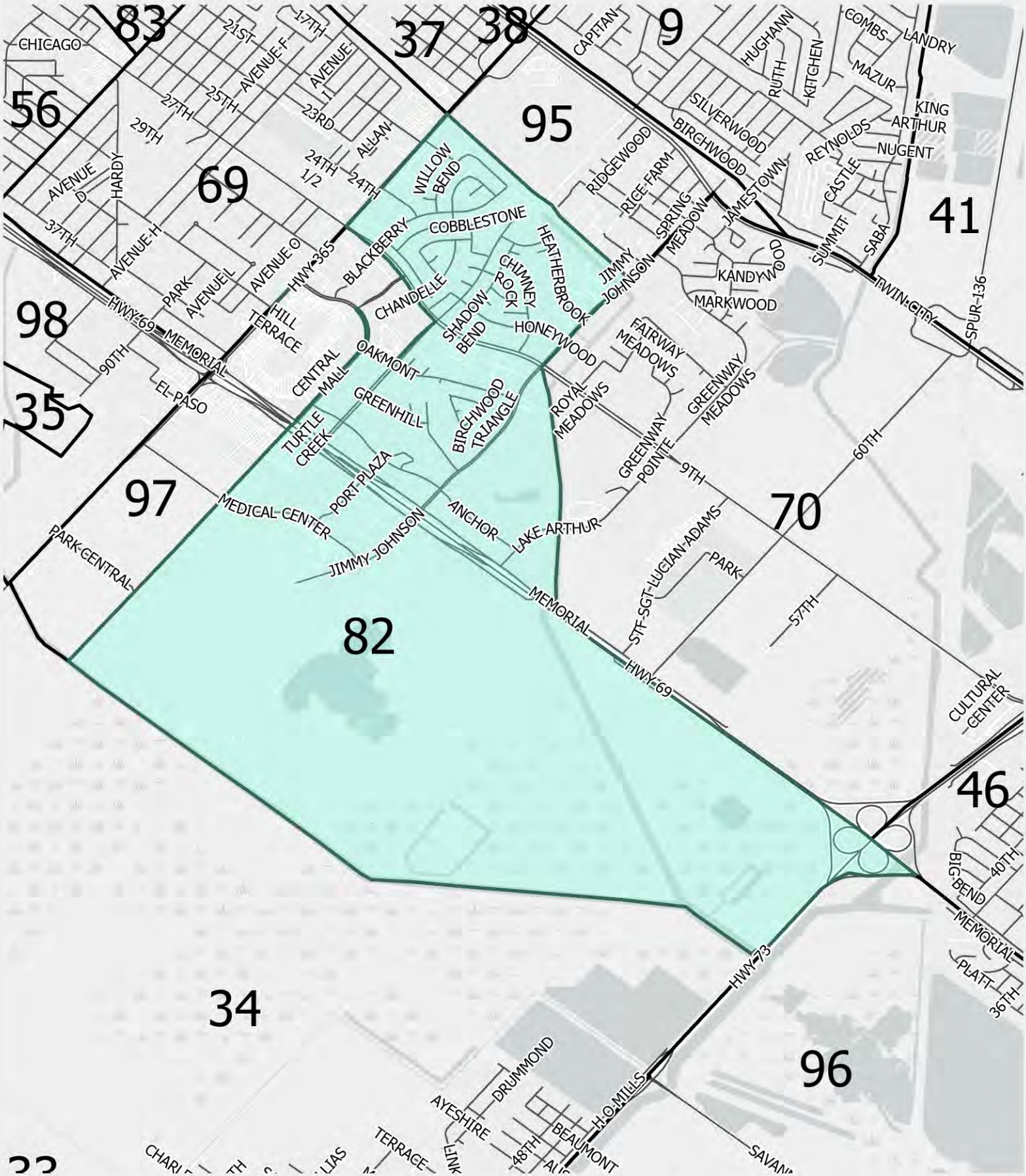
Jefferson County, Texas - Election Precinct No. 79
December 14, 2021



Jefferson County, Texas - Election Precinct No. 80
December 14, 2021



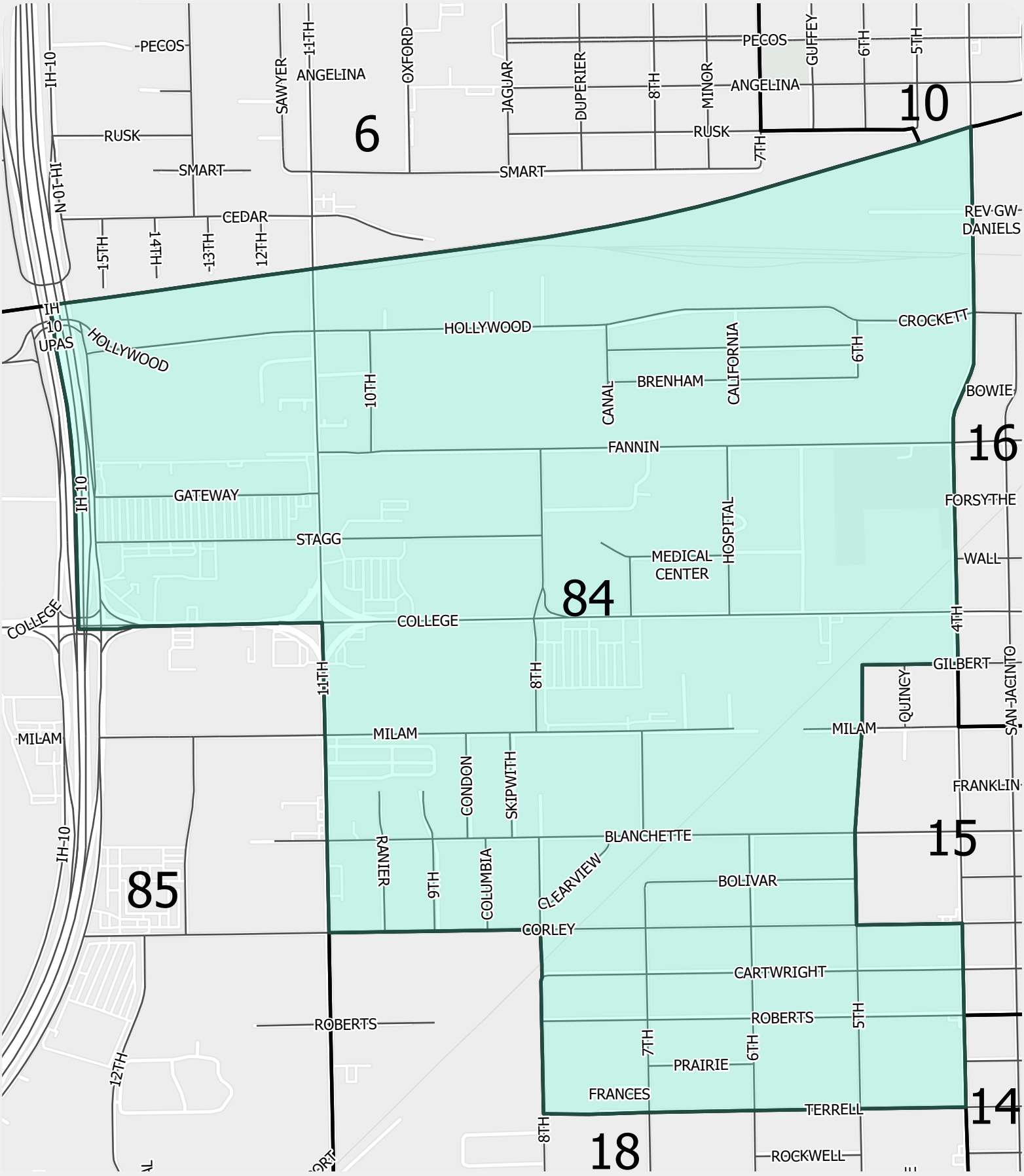
Jefferson County, Texas - Election Precinct No. 81
December 14, 2021



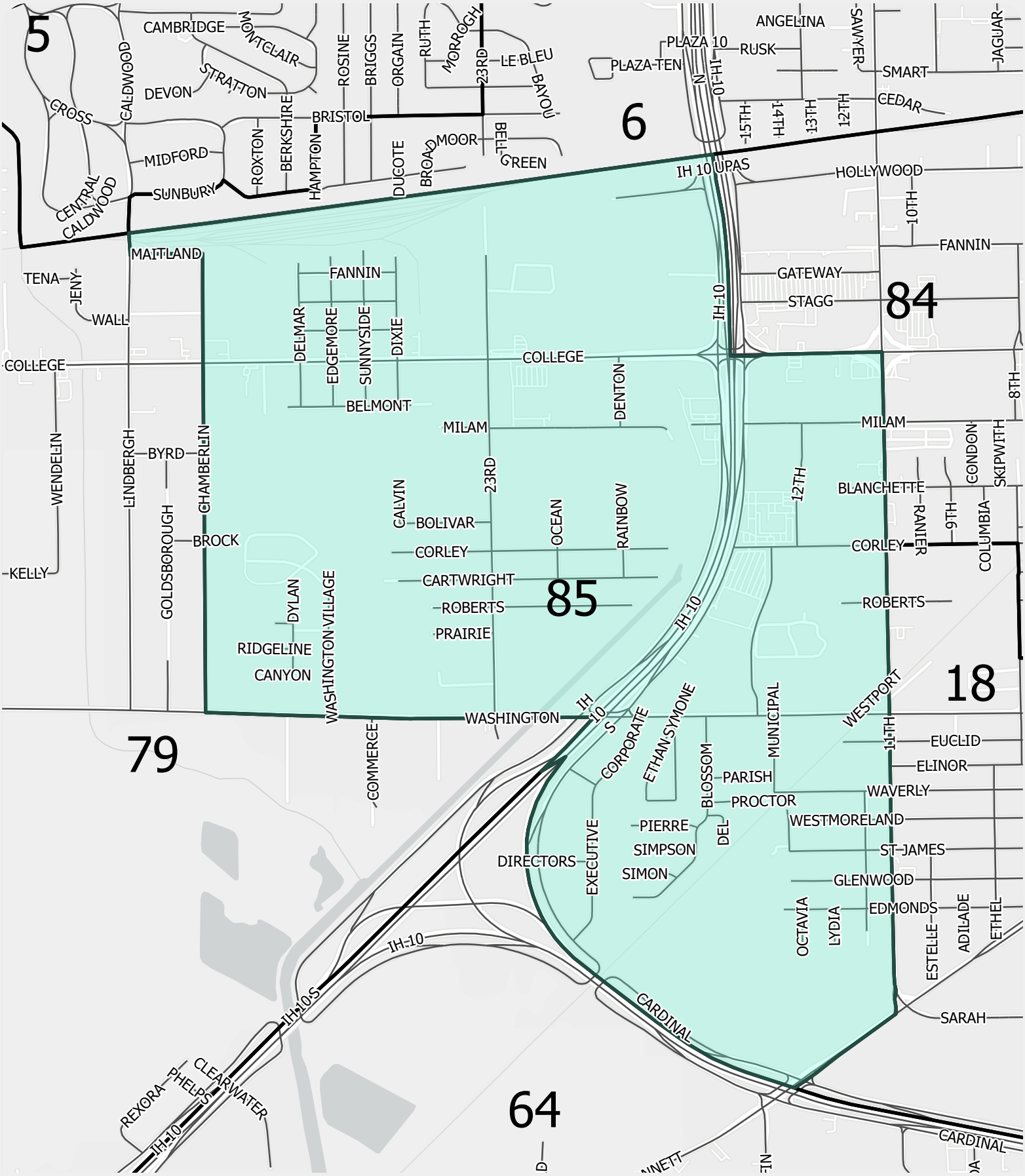
Jefferson County, Texas - Election Precinct No. 82
December 14, 2021



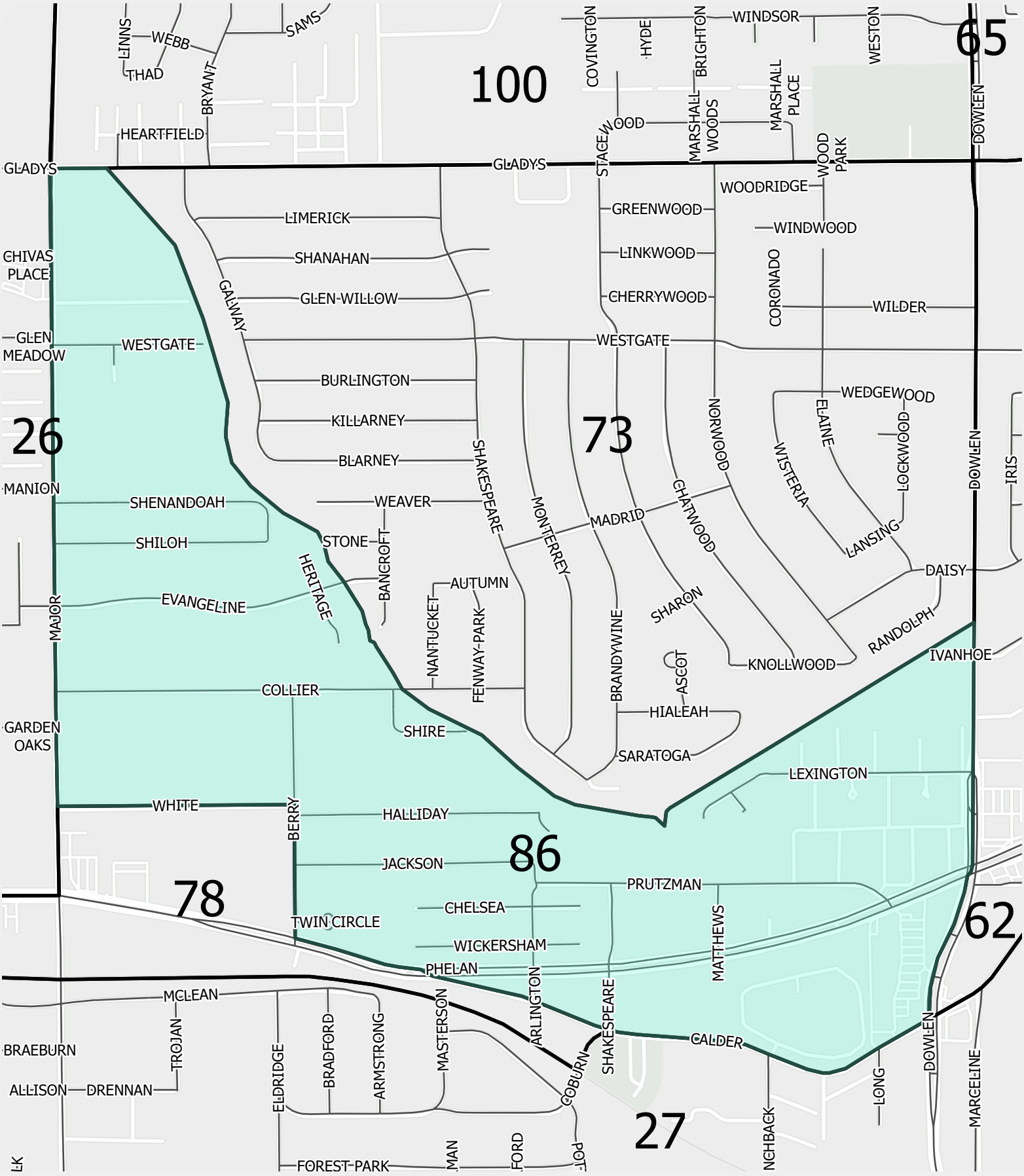
Jefferson County, Texas - Election Precinct No. 83
December 14, 2021



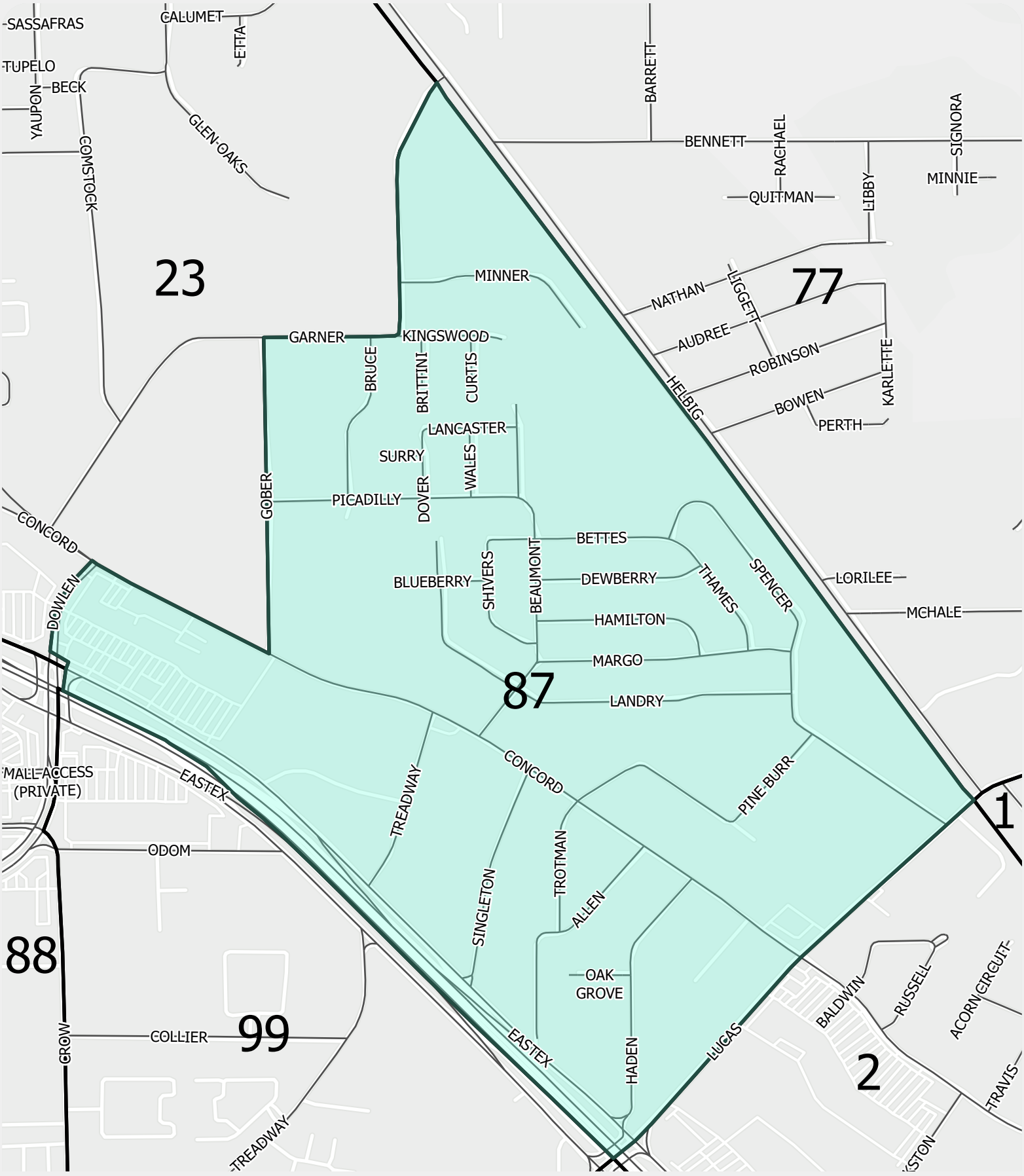
Jefferson County, Texas - Election Precinct No. 84
December 14, 2021



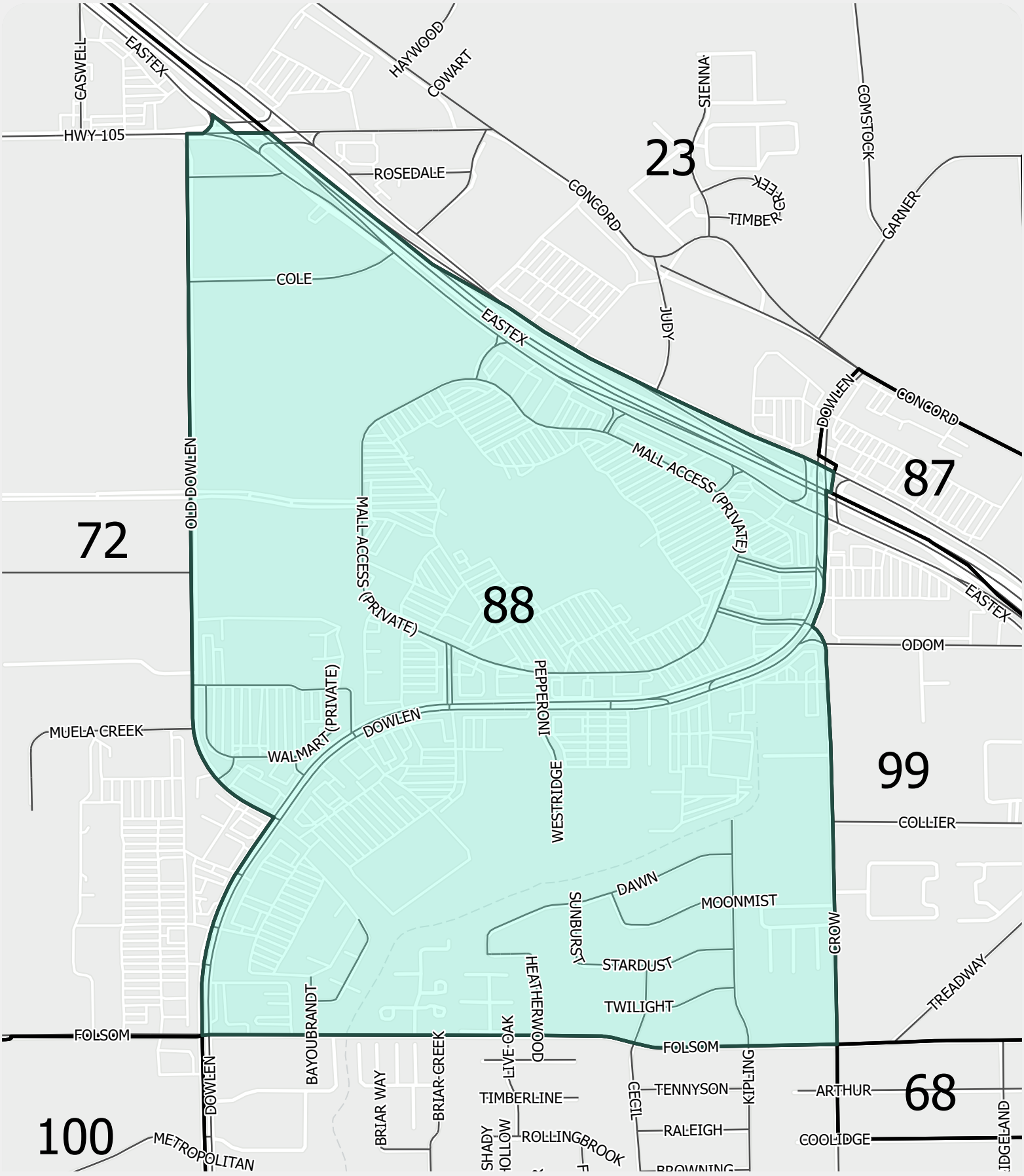
Jefferson County, Texas - Election Precinct No. 85
December 14, 2021



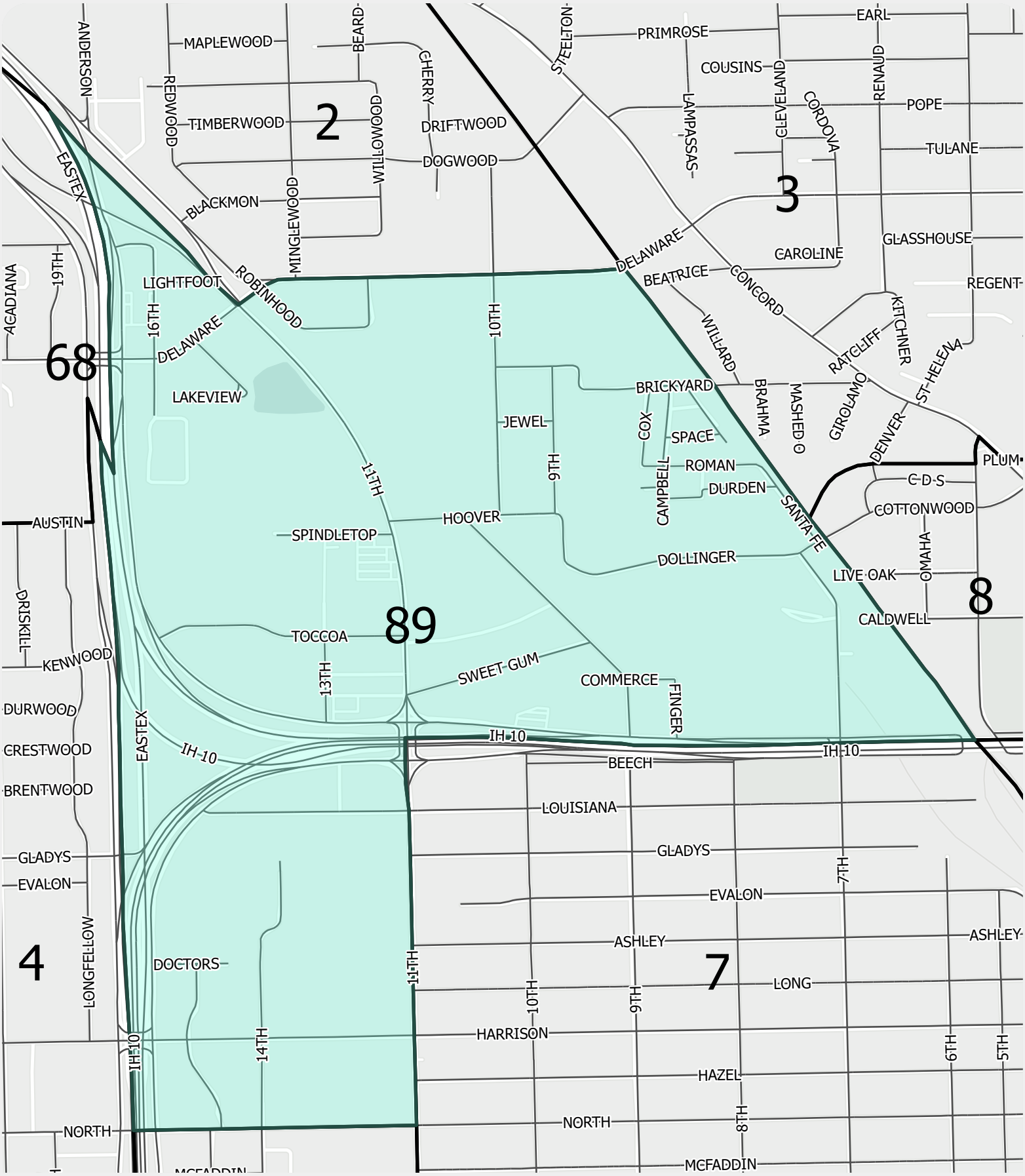
Jefferson County, Texas - Election Precinct No. 86
December 14, 2021



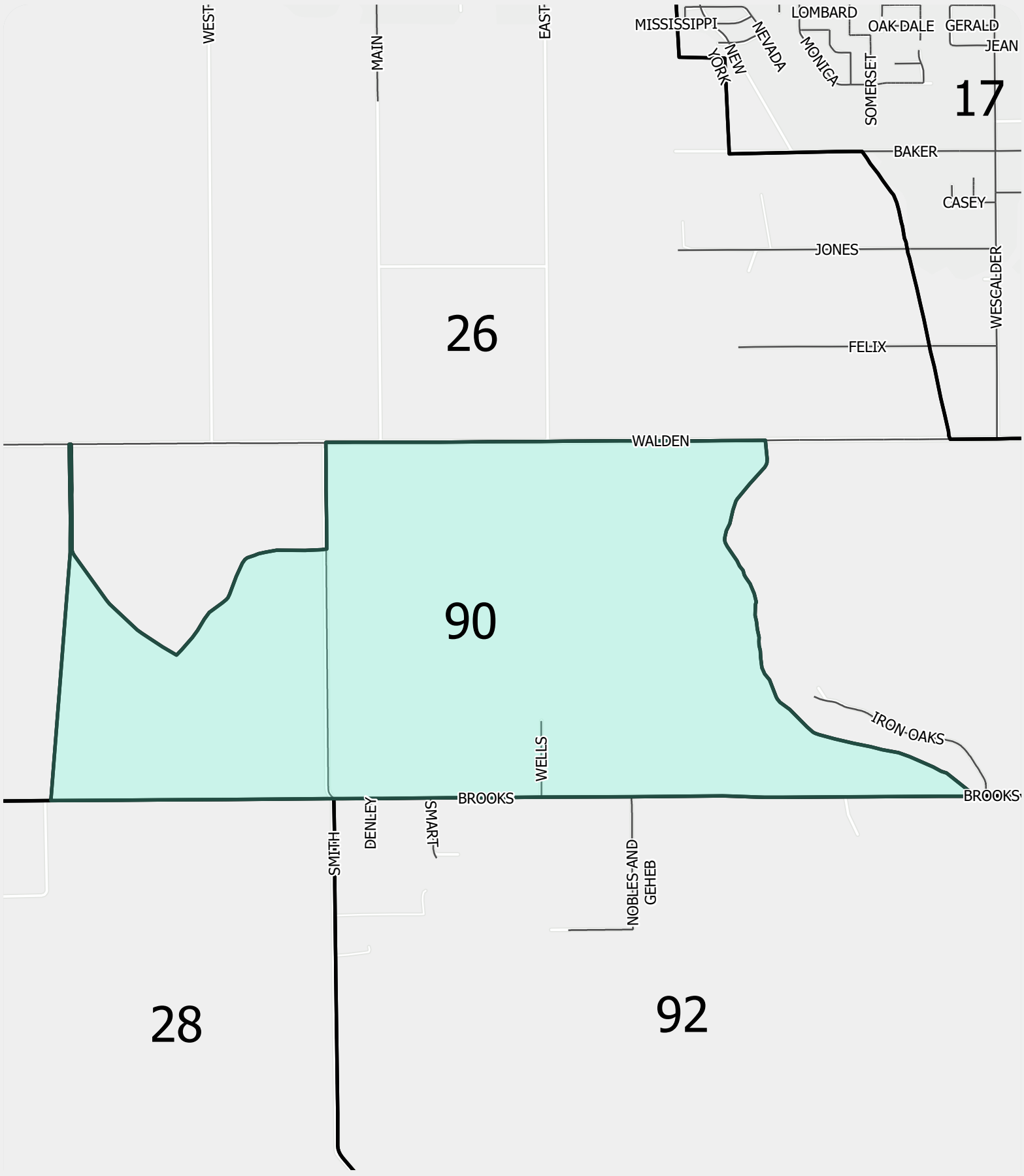
Jefferson County, Texas - Election Precinct No. 87
December 14, 2021



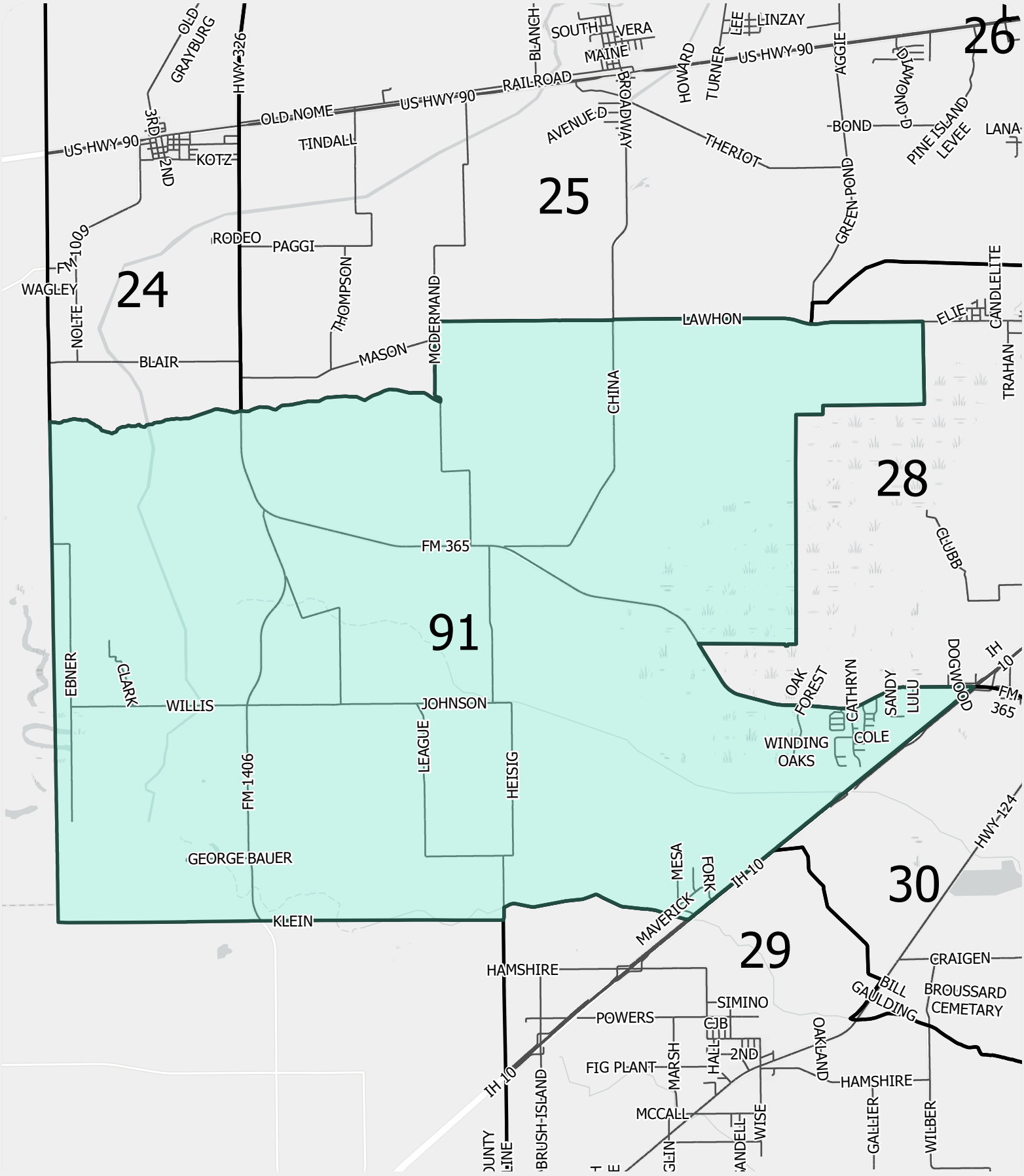
Jefferson County, Texas - Election Precinct No. 88
December 14, 2021



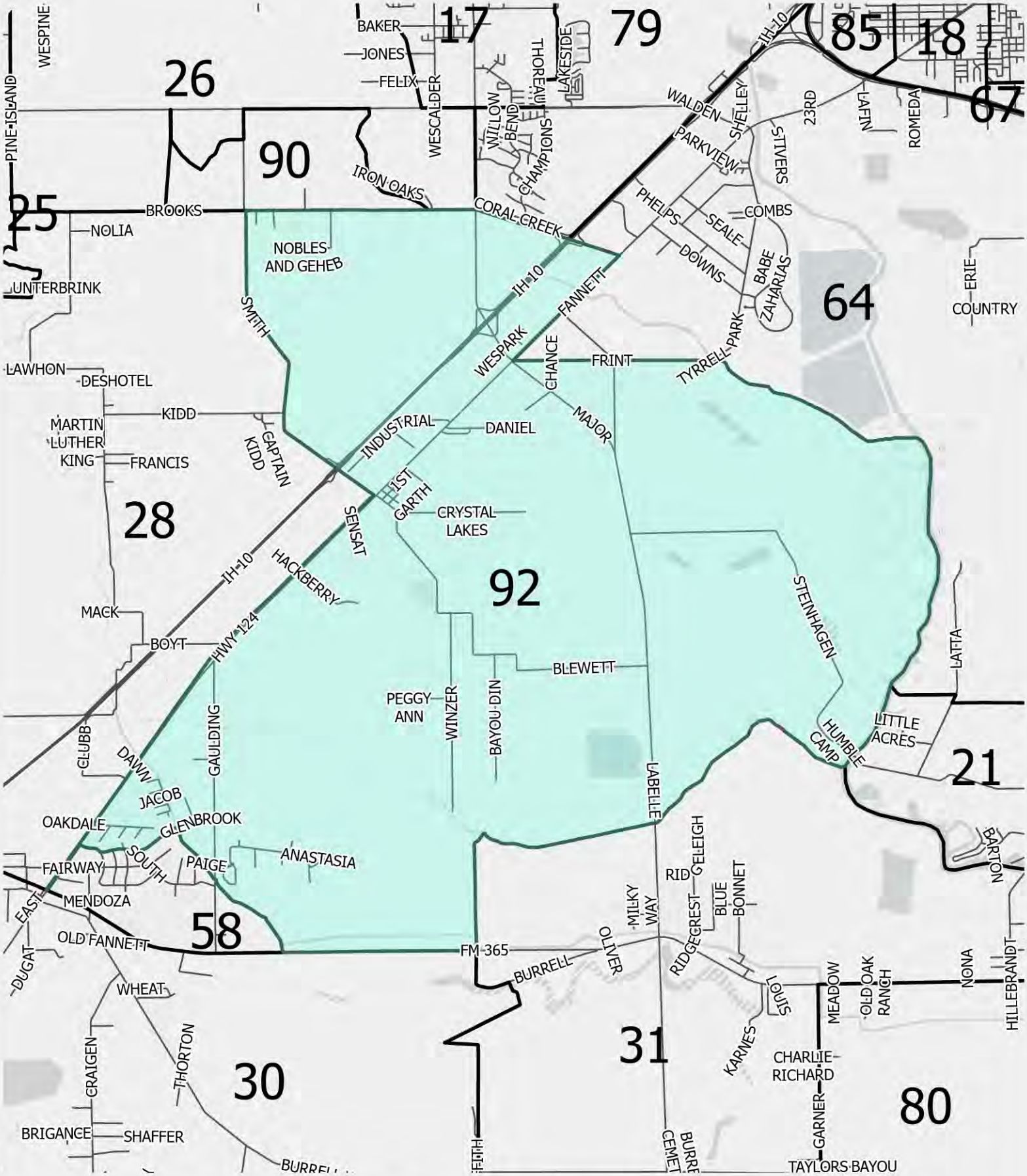
Jefferson County, Texas - Election Precinct No. 89
December 14, 2021



Jefferson County, Texas - Election Precinct No. 90
December 14, 2021



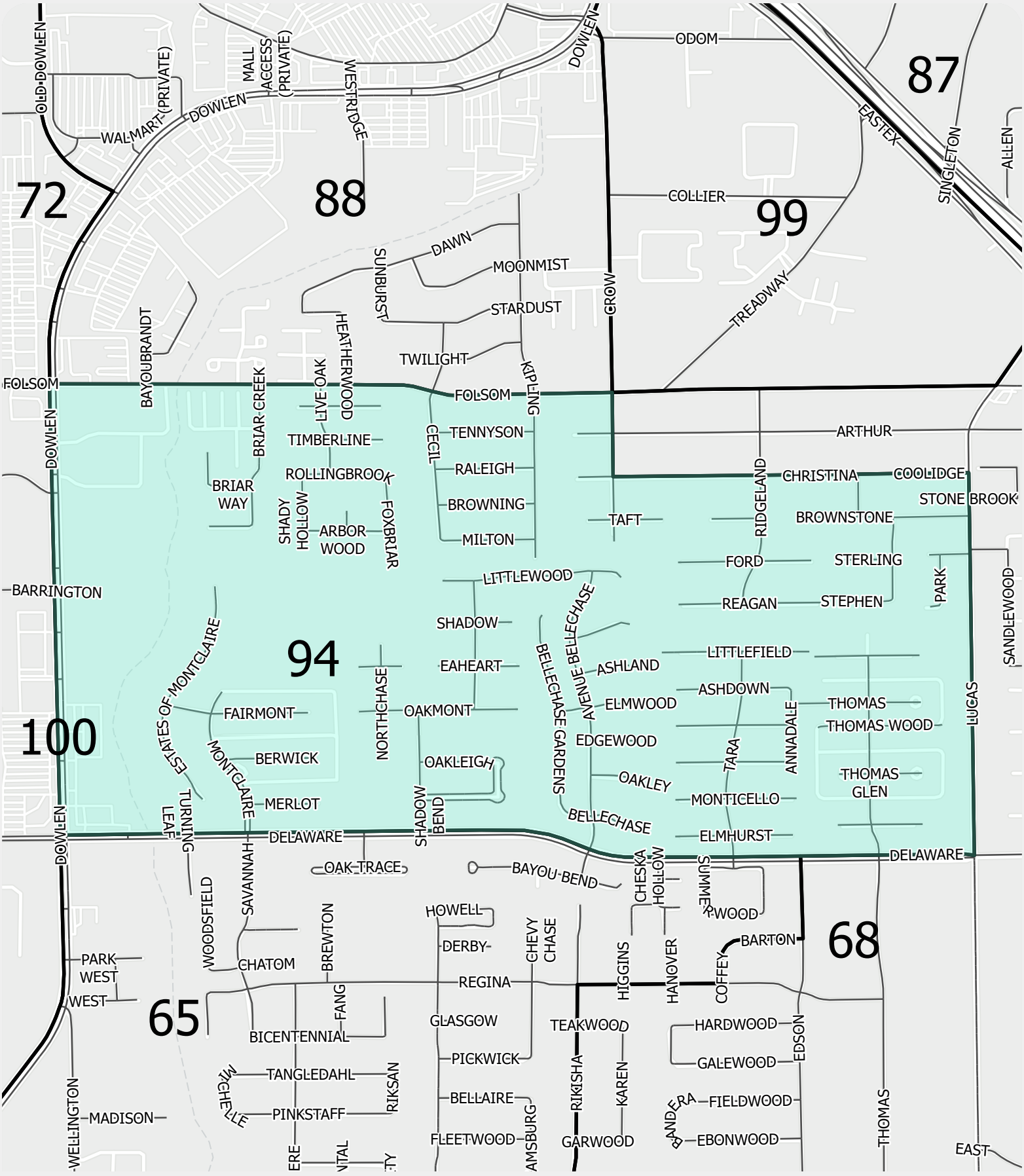
Jefferson County, Texas - Election Precinct No. 91
December 14, 2021



Jefferson County, Texas - Election Precinct No. 92
December 14, 2021



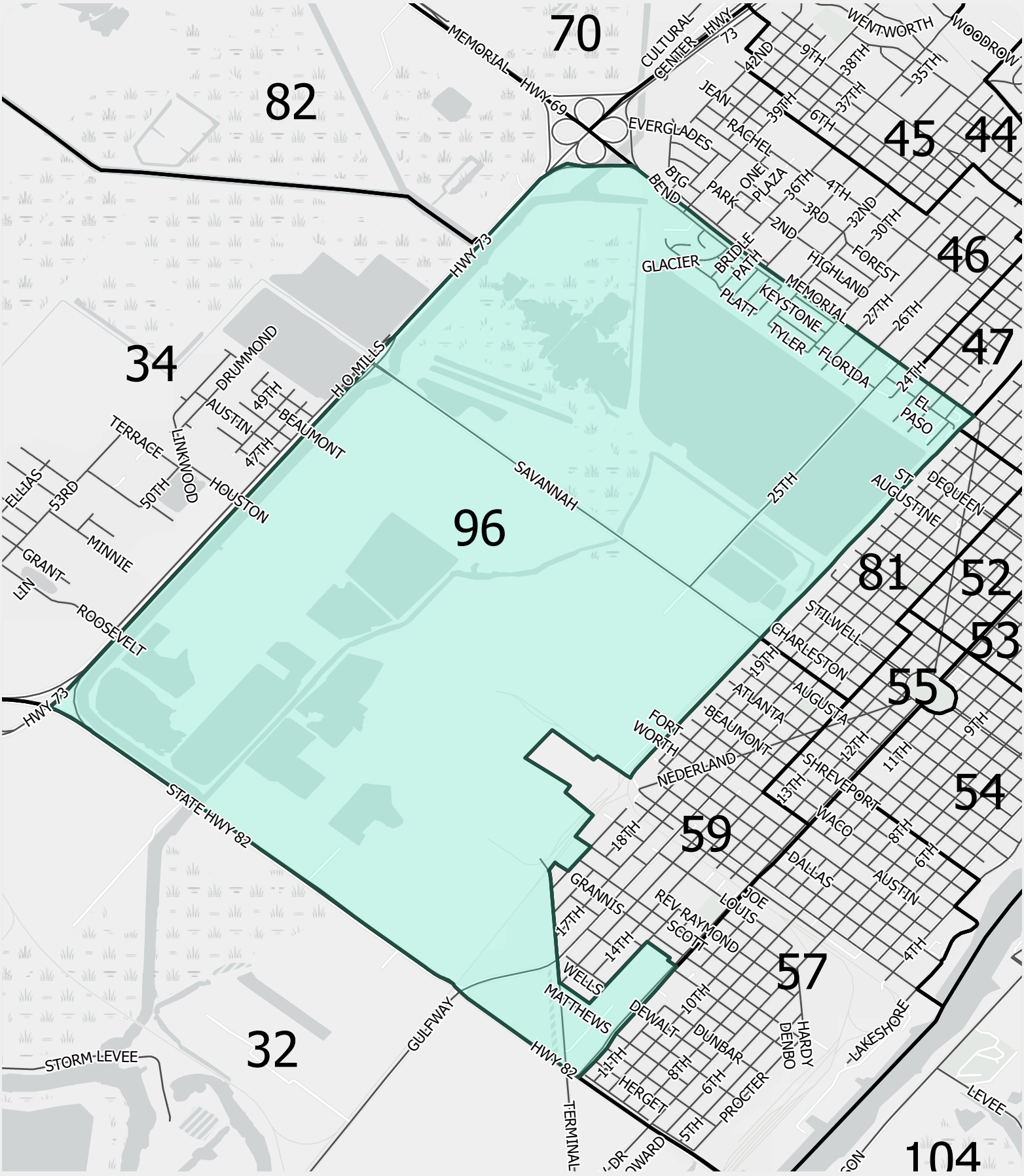
Jefferson County, Texas - Election Precinct No. 93
December 14, 2021



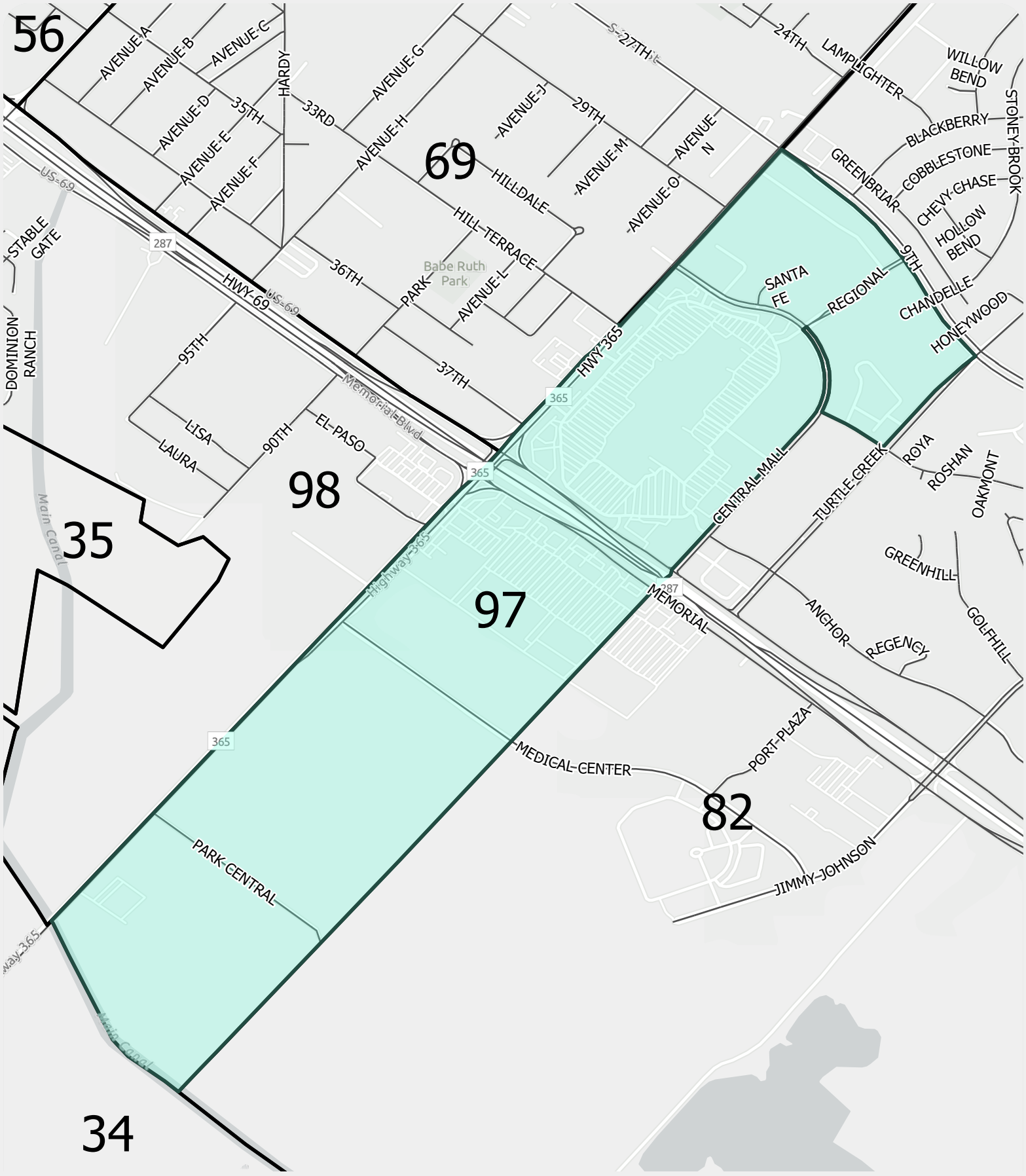
Jefferson County, Texas - Election Precinct No. 94
December 14, 2021



Jefferson County, Texas - Election Precinct No. 95
December 14, 2021

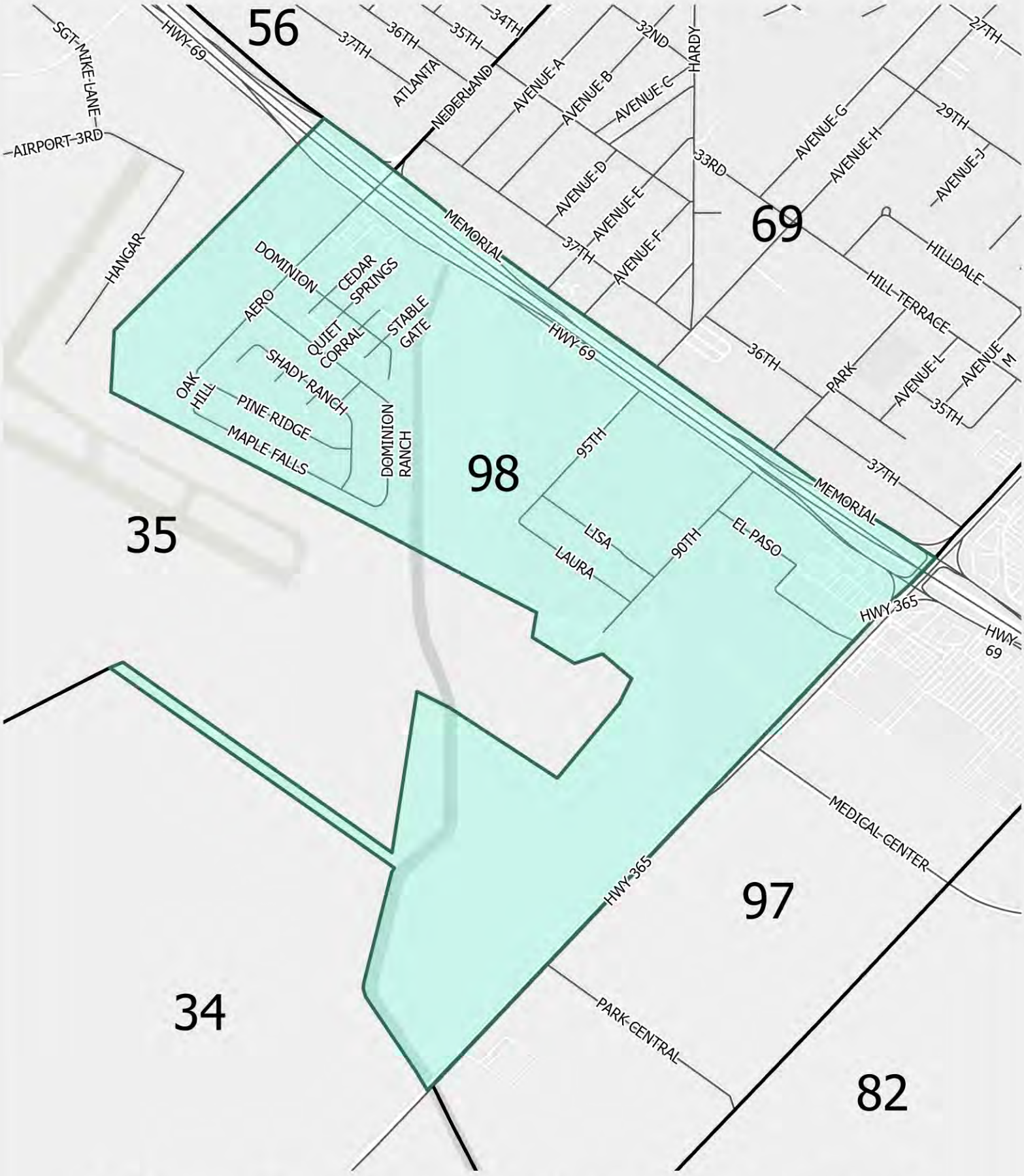


Jefferson County, Texas - Election Precinct No. 96
December 14, 2021

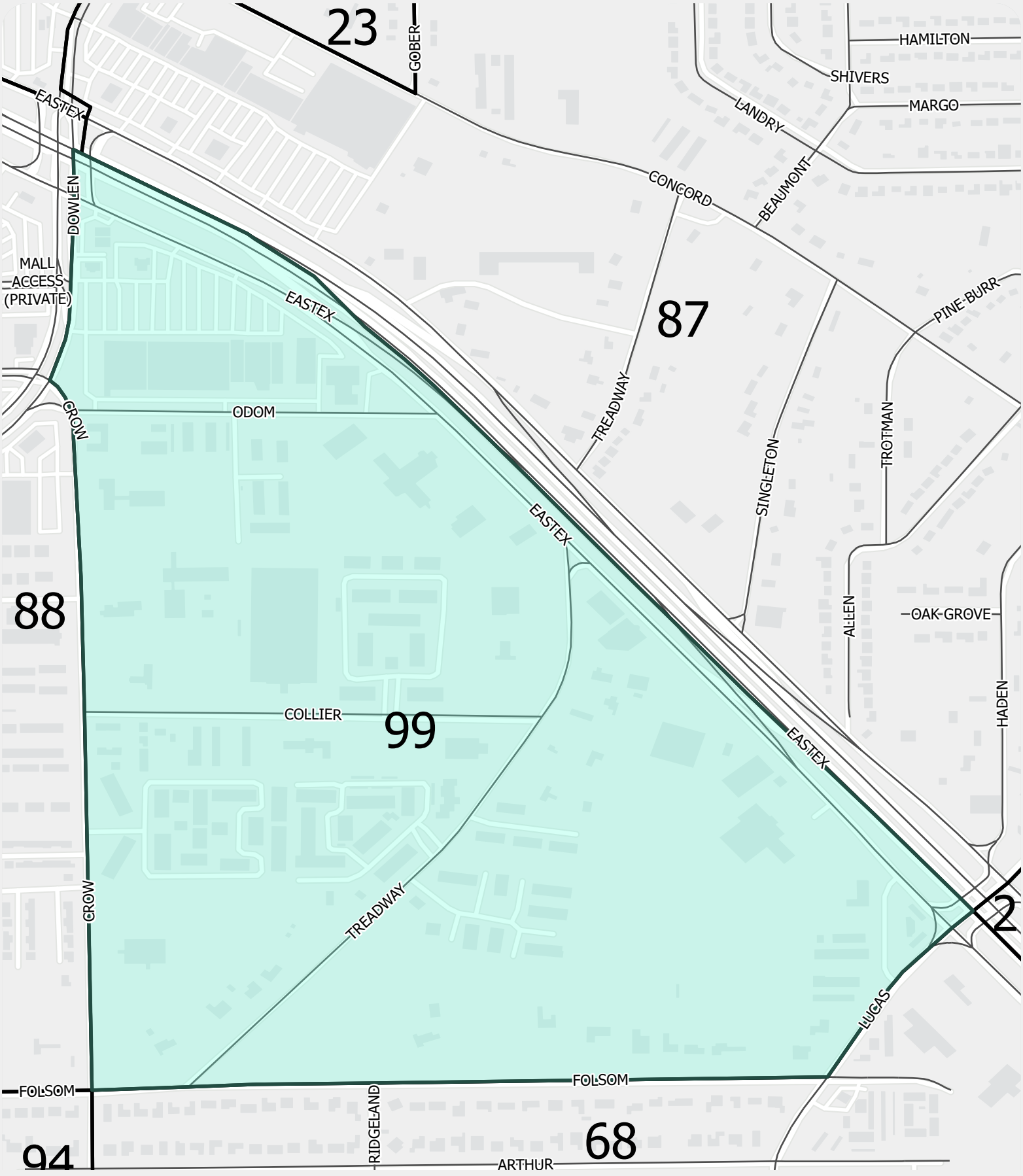


Jefferson County, Texas - Election Precinct No. 97

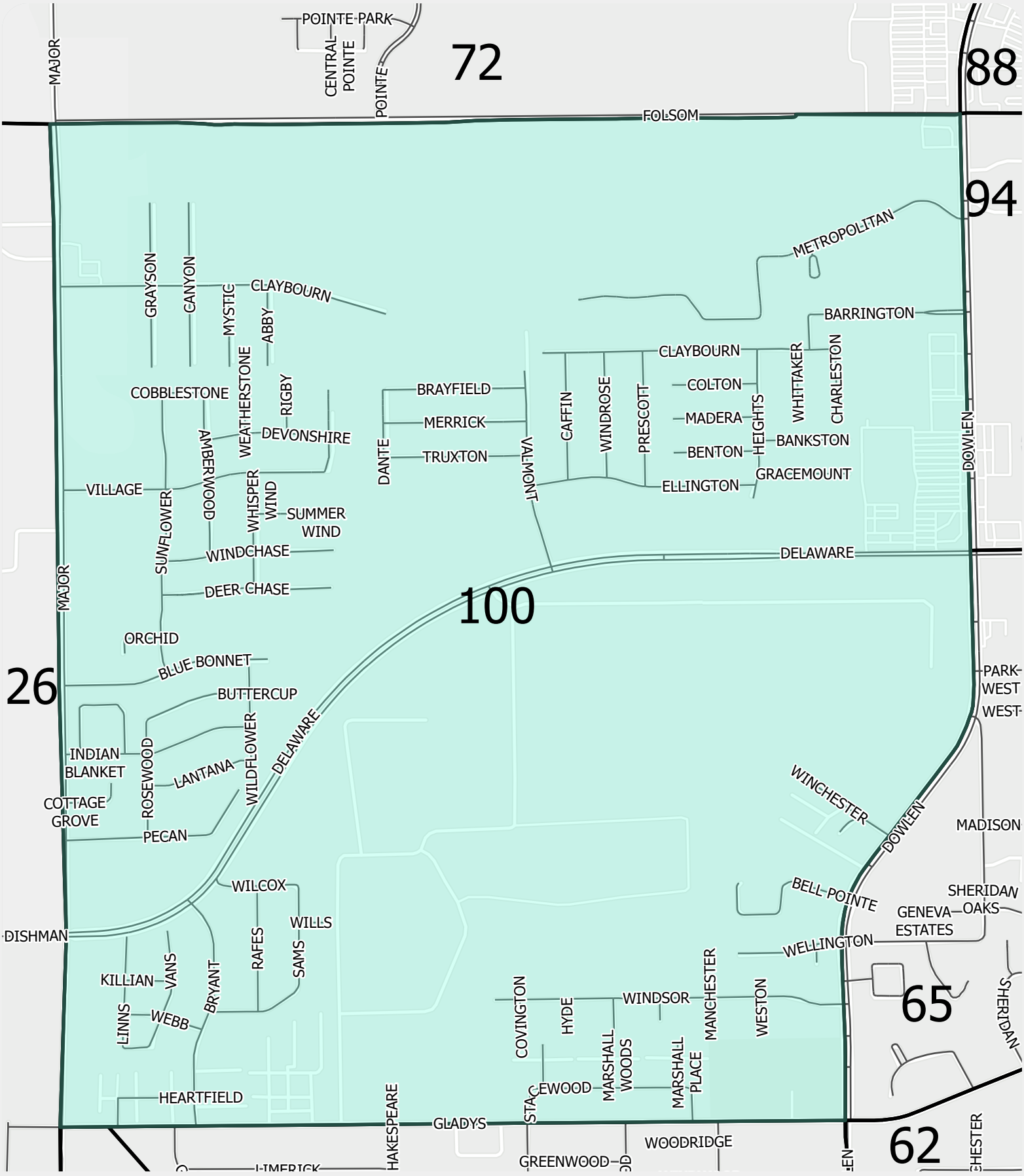
December 14, 2021



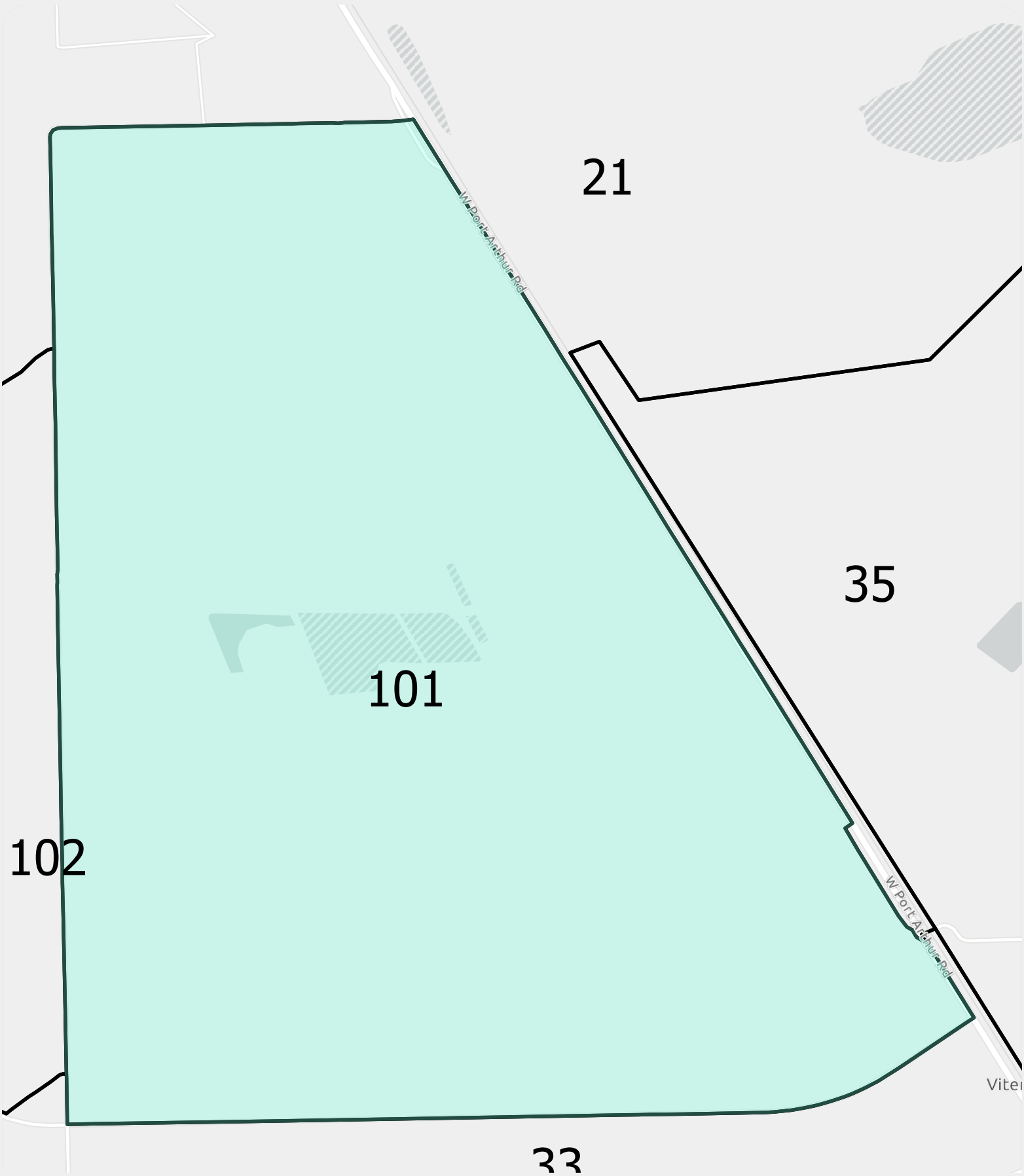
Jefferson County, Texas - Election Precinct No. 98
December 14, 2021



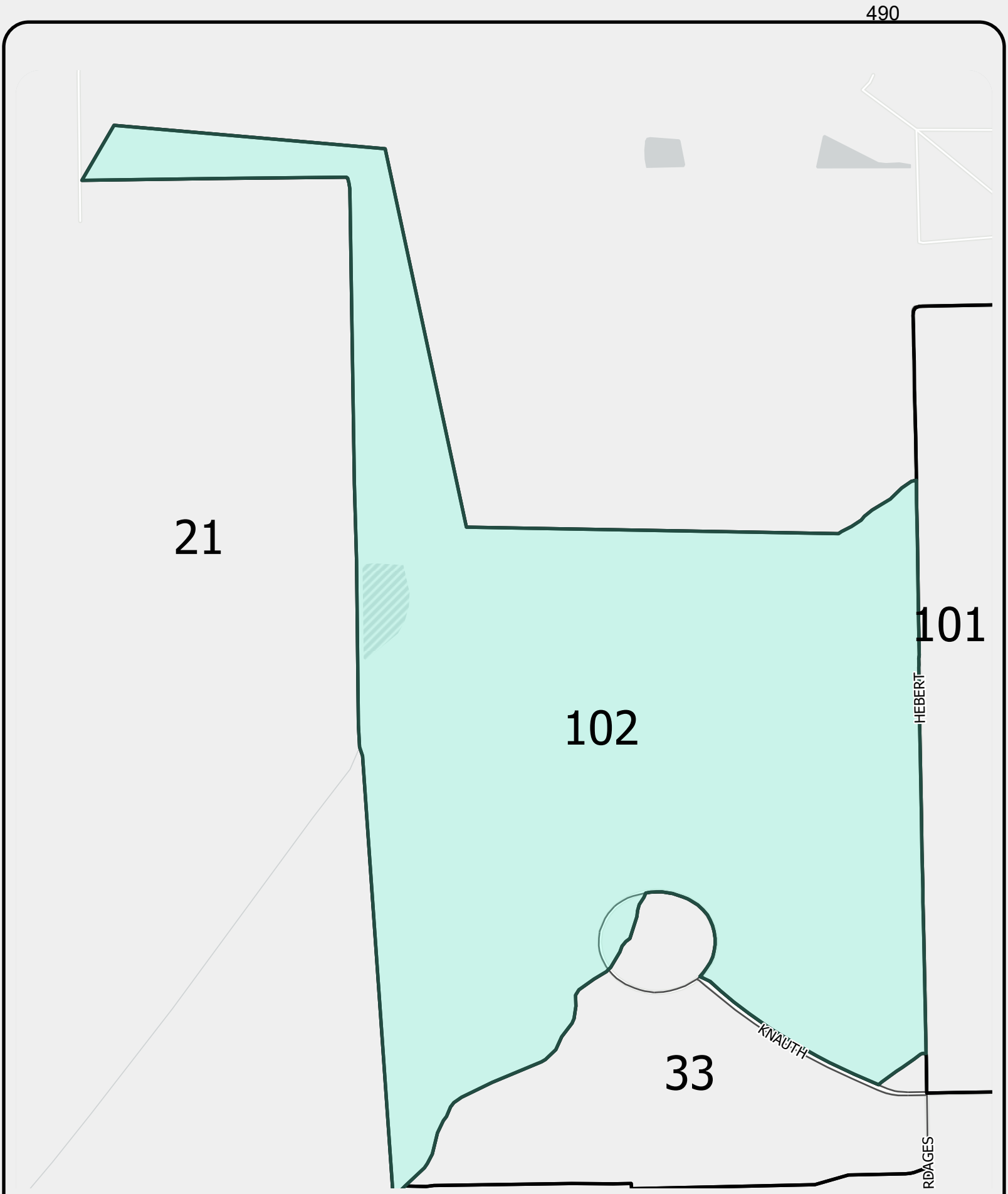
Jefferson County, Texas - Election Precinct No. 99
December 14, 2021



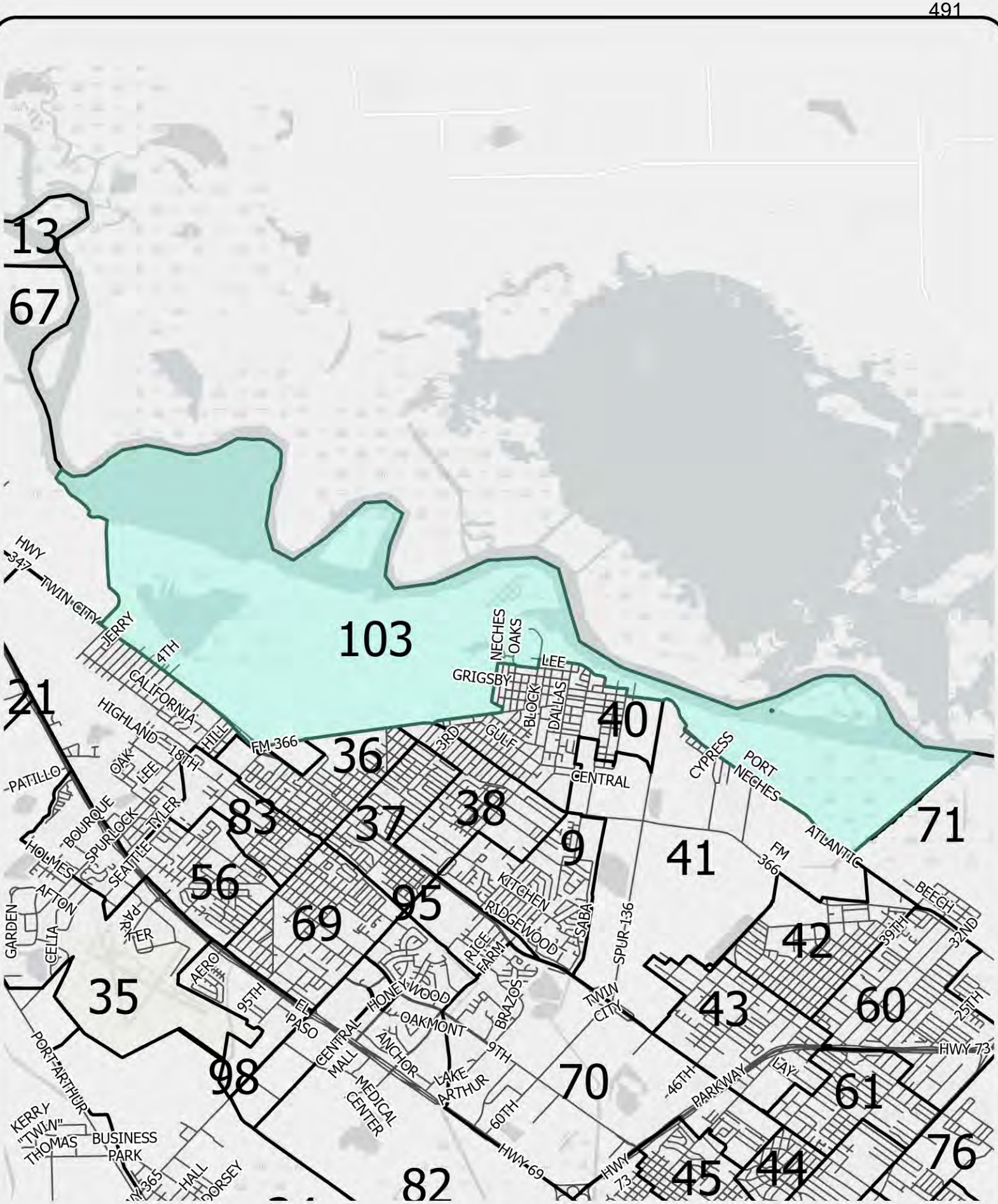
Jefferson County, Texas - Election Precinct No. 100
December 14, 2021



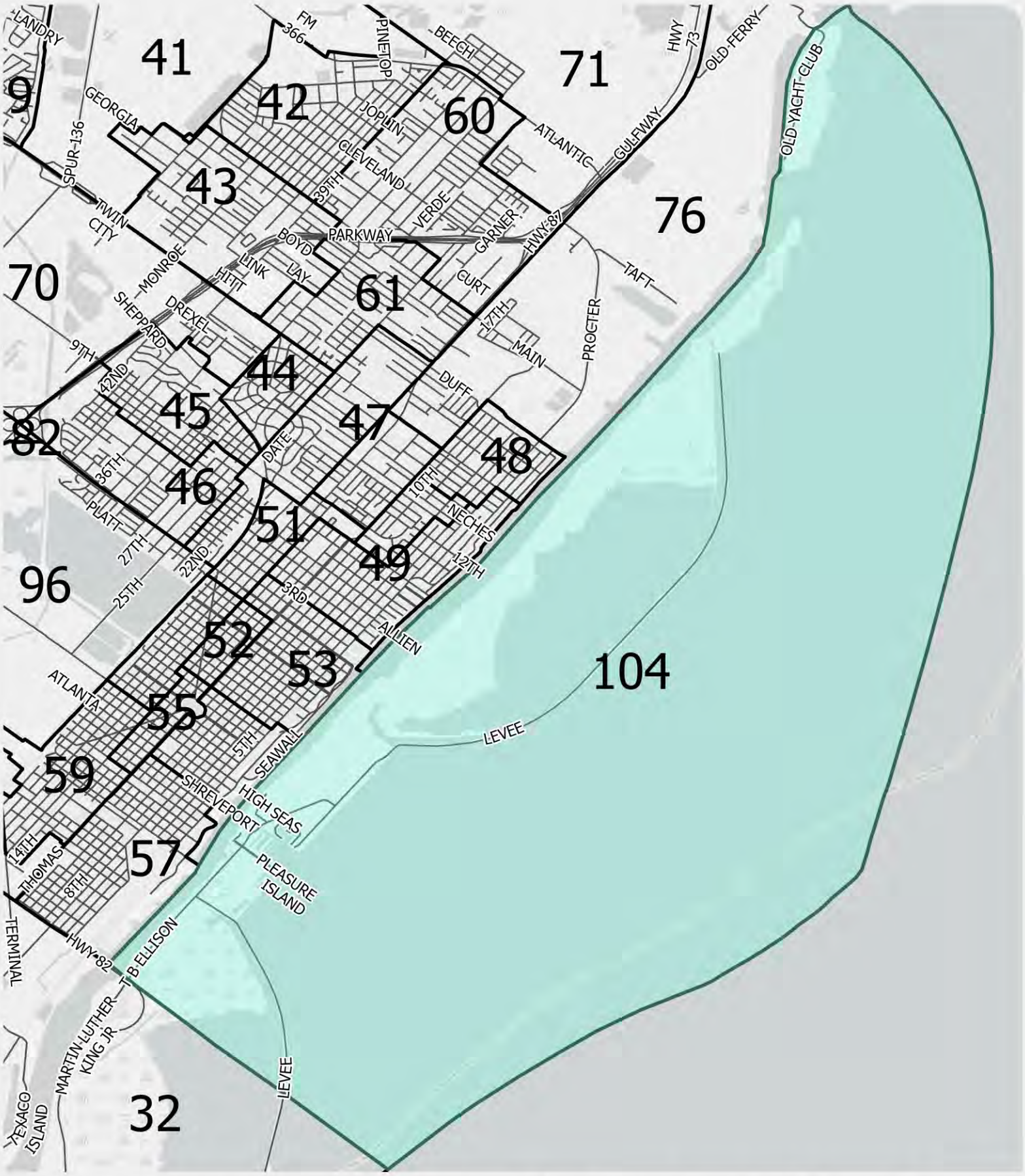
Jefferson County, Texas - Election Precinct No. 101
December 14, 2021



Jefferson County, Texas - Election Precinct No. 102
December 14, 2021



Jefferson County, Texas - Election Precinct No. 103
December 14, 2021



Jefferson County, Texas - Election Precinct No. 104
December 14, 2021

Regular, December 14, 2021

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 14, 2021