

SPECIAL, 1/18/2022 10:30:00 AM

BE IT REMEMBERED that on January 18, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

Notice of Meeting and Agenda and Minutes
January 18, 2022

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
 January 18, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **18th** day of **January 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

9:00 a.m.- WORKSHOP- Receive and consider information from Jeff Ross, Director of MIS regarding the potential purchase of equipment related to the Phone System Capital Project.

9:45 A.M.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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.

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.html 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

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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: Michael S. Sinegal, Commissioner, Precinct Three

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner,
Precinct Four**

PURCHASING:

1. Consider and approve award, and execute, receive and file a contract for Request for Statements of Qualification (RFQ 21-040/JW) Professional Engineering Services for Drainage Improvements at the Jack Brooks Regional Airport with Garver, LLC., for a total cost of \$735,250.00; as shown in Exhibit B of the contract document. 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 17 - 146

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve, execute, receive and file Job Order Contract (JOC 22-003/DC) with Preferred Facilities Group-USA for the Renovation of the Jefferson County Central Counting Station in the amount of \$30,365.48; in accordance with Choice Partners JOC Texas Contract 20/017MR-17. Funding through available Capital Projects.

SEE ATTACHMENTS ON PAGES 147 - 172

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve transfer of property from Jefferson County Women's Center to other CSCD offices in accordance with TDCJ-CJAD policy on Disposal of Surplus Property.

SEE ATTACHMENTS ON PAGES 173 - 190

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 191 - 208

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

5. Consider and approve, execute, receive and file Job Order Contract (JOC 22-004/DC) with Preferred Facilities Group-USA for the Repair of the Roof Leak at the SGS Building in the amount of \$3,038.61; in accordance with Choice Partners JOC Texas Contract 20/017MR-17.

SEE ATTACHMENTS ON PAGES 209 - 211

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

6. Consider and approve, execute, receive and file Job Order Contract (JOC 22-005/DC) with Preferred Facilities Group-USA for the Repair of the Warehouse Roof Leak at the SGS Building in the amount of \$4,181.04; in accordance with Choice Partners JOC Texas Contract 20/017MR-17.

SEE ATTACHMENTS ON PAGES 212 - 215

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

7. Consider and approve, execute, receive and file A Professional Service Agreement (PROF 22-06/DC) with The LaBiche Architectural Group, Inc. for Front Entry Door Repairs for the Historical Courthouse in an amount not to exceed \$3000.00, plus reimbursable expenses.

Clerk's Notes: Purchasing will bring this item back to court if there is a change in this amount.

SEE ATTACHMENTS ON PAGES 216 - 218

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

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8. Consider and approve, and execute Change Order No. 3 for (IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) with Jet Aeration of Texas, LLC. for an increase of \$9,251.00 for the addition of electrical subpanels required for two of the proposed installations and one additional grinder station installation; bringing the total contract from \$136,034.25 up to \$145,285.25. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture. (TxCDBG Contract No. 7218240); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 219 - 221

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Consider and approve an agreement renewal for (Agreement 20-007/JW) with Thomson Reuters (Westlaw) for an online access subscription for Judge Milton Shuffield (Court Master). This single-user agreement is for a one-year term, at a monthly cost of \$57.00; in accordance with DIR Contract # DIR-LGL-CALIR-02 (Contract Option 1-A, Option Year 5); as shown on ATTACHMENT A.

SEE ATTACHMENTS ON PAGES 222 - 234

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

10. Consider and approve transfer of a 2013 Ford F150 truck (VIN 1FTEW1CMXDKF27384) and a 2018 Ford 15-passenger van (VIN 1FBZX2ZM3JKA32603) from the Jefferson County Women's Center to the Taylor County SATF, 1133 South 27th Street, Abilene, TX, 79605.

SEE ATTACHMENTS ON PAGES 235 - 236

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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11. Consider and approve transfer of a 2017 Ford E350 Transit Van (VIN 1FBZX2ZM8HKA67454) from the Jefferson County Women's Center to the 2nd 25th Judicial District ISF, 4024 FM 794, Gonzalez, TX, 78629.

SEE ATTACHMENTS ON PAGES 237 - 238

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

COUNTY AUDITOR:

12. Consider and approve budget amendment - MIS - transition to Office 365 and new email format.

120-1025-415-6053	COMPUTER SOFTWARE	\$44,720.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$44,720.00

SEE ATTACHMENTS ON PAGES 239 - 256

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

13. Consider and approve budget amendment - Road & Bridge Pct. 3 - replacement of truck.

113-0309-431-6042	TRUCKS & TRAILERS	\$80,365.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$80,365.00

SEE ATTACHMENTS ON PAGES 257 - 258

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

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14. Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for January 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

15. Consider and approve budget amendment – Jail – transfer of one cell phone allowance.

120-3062-423-2007	CELLULAR PHONE ALLOWANCE	\$360.00	
120-3059-421-2007	CELLULAR PHONE ALLOWANCE		\$360.00

SEE ATTACHMENTS ON PAGES 259 - 259

Motion by: Commissioner Bush

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

16. Consider and approve budget transfer– Road & Bridge Pct.2 – additional cost for striping.

112-0208-431-6036	ROW CO. & ROADS	\$203.00	
112-0209-431-6011	ROAD MACHINERY		\$203.00

SEE ATTACHMENTS ON PAGES 260 - 260

Motion by: Commissioner Bush

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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

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

SEE ATTACHMENTS ON PAGES 261 - 261

Motion by: Commissioner Bush

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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18. Consider and approve accepting grant award modification 3 from High Intensity Drug Trafficking Area (HIDTA) program reducing award to \$8,100, award number G20HN0029A.

SEE ATTACHMENTS ON PAGES 262 - 265

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

19. Consider and approve settlement credits for inmate housing with the Cities of Groves, Port Neches and Nederland. Credits are based on final settlement with the City of Beaumont for inmate housing.

SEE ATTACHMENTS ON PAGES 266 - 267

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

20. Consider and approve electronic disbursement for \$756,742.93 to LaSalle for revenue received from entities for inmate housing.

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

21. Regular County Bills - check #491037 through check #491204.

SEE ATTACHMENTS ON PAGES 268 - 275

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

22. Regular County Bills – check #491205 through check #491465.

SEE ATTACHMENTS ON PAGES 276 - 284

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

COUNTY COMMISSIONERS:

23. Consider, possibly approve, authorize the County Judge to execute, receive and file Local Government Assistance Program-Beaumont District FY 2022 for materials supplied to the County by Texas Department of Transportation (TxDOT) for repairing and maintaining roads pursuant to Transportation Code Sec. 201.706.

SEE ATTACHMENTS ON PAGES 285 - 288

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

24. Consider, possibly approve, authorize the County Judge to receive and file Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects, Identifier 20-065-121-C865 for the Ditch110-B project.

SEE ATTACHMENTS ON PAGES 289 - 303

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

25. Receive and file executed Amended Tax Abatement Agreement between Jefferson County and Emerald Biofuels.

SEE ATTACHMENTS ON PAGES 304 - 310

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

26. Consider and possibly approve action regarding the contract for sale of Ford Park.
Clerk's Notes: Judge Branick stated the motion as, "Authorize the County Attorney to send Renaissance Group a notice of a breach of contract effective 2-18-22."

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

27. Consider and possibly approve a Proclamation for School Choice Week.

SEE ATTACHMENTS ON PAGES 311 - 311

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

28. Conduct a public hearing regarding the proposed Jefferson County Amended Uniform Tax Abatement Policy- 2022 pursuant to Section 312.002 (c-1), Texas Tax Code.
 Judge Branick opened the hearing. As there were no comments, the hearing was closed.

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

29. Consider, possibly approve, receive and file Jefferson County Amended Uniform Tax Abatement Policy- 2022 pursuant to Section 312.002 (c-1), Texas Tax Code.

SEE ATTACHMENTS ON PAGES 312 - 326

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

30. Consider and possibly approve a Resolution authorizing the grant application number 1869017 with the Office of the Governor Criminal Justice Division for funding the Jefferson County Family Treatment Drug Court for FY 2022-2023. No matching funds are required.

SEE ATTACHMENTS ON PAGES 327 - 327

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

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31. Consider and possibly approve a Resolution regarding the application for the grant from Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division for funding from September 1, 2022 through August 31, 2023.

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

32. Receive and file executed Revised Interlocal Government between Jefferson County and the Sabine Pass Authority (SPPA) for dredging access for the Jefferson County Sheriff's Marine Division.

SEE ATTACHMENTS ON PAGES 328 - 331

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

33. Consider and possibly approve a Resolution regarding the application for the grant from Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division for funding from September 1, 2022 through August 31, 2023. Grant No 134665

SEE ATTACHMENTS ON PAGES 332 - 332

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

34. Consider and approve property tax refund to CoreLogic in the amount of \$3,875.77 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 333 - 336

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

35. Consider and approve property tax refund to CoreLogic in the amount of \$4,185.83 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 337 - 341

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

36. Consider and approve property tax refund to CoreLogic in the amount of \$2,799.96 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 342 - 346

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

ADDENDUMS

37. Consider and approve property tax refund to CoreLogic in the amount of \$2,627.61.

SEE ATTACHMENTS ON PAGES 347 - 352

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

COUNTY TREASURER:

38. Review, consider, possibly approve, receive, and file the 2022 Jefferson County Investment Policy and Procedures

SEE ATTACHMENTS ON PAGES 353 - 422

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

39. Receive and File Investment Schedule for November, 2021, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 423 - 425

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ENGINEERING:

40. Consider and possibly approve a modification to the Jefferson County Flood Damage Prevention Order to set minimum elevation requirements for homes being elevated under County Hazard Mitigation Grant Projects. Modification includes the addition of section 5.2-5 Jefferson County Hazard Mitigation Assistance (HMA) Grant Projects.

SEE ATTACHMENTS ON PAGES 426 - 426

Motion by: Commissioner Alfred

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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41. Consider, possibly approve and authorize the County Judge to execute, receive and file an Interlocal Agreement (ILA) between Jefferson County and the City of Beaumont regarding the upcoming maintenance activities and responsibility for future maintenance of Spindletop Road as depicted in the attached agreement.

SEE ATTACHMENTS ON PAGES 427 - 433

Motion by: Commissioner Alfred

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

HUMAN RESOURCES:

42. Consider and possibly approve Resolution commending Kimberly Isaacs for seventeen (17) years of service to Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 434 - 434

Motion by: Commissioner Bush

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

MANAGEMENT INFORMATION SYSTEMS:

43. Consider and approve, execute, receive and file contracts for Courthouse Cabling project and CS1000 Phone System upgrade previously funded under Capital Projects for FY 2022.

SEE ATTACHMENTS ON PAGES 435 - 466

Action: TABLED

44. Consider and possibly approve a Resolution authorizing the grant application for the State Homeland Security Program Grant No. 4440701-Competitive National Area Projects for 2022-2023.

SEE ATTACHMENTS ON PAGES 467 - 467

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

45. Consider and possibly approve a Resolution authorizing the grant application of the LEPTA Sustaining Special Response Teams for 2022-2023. Grant No. 4439101.

SEE ATTACHMENTS ON PAGES 468 - 468

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

46. Consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 18 and 19 to the current inter-governmental agreement 78-01-0077. The purpose of this agreement is to adjust current wage rates.

SEE ATTACHMENTS ON PAGES 469 - 483

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

**Jeff R. Branick
County Judge**



THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between **Jefferson County, Texas** (hereinafter referred to as **“Owner”**), and **Garver, LLC** (hereinafter referred to as **“Garver”** or **“Engineer”**). Owner and Garver may individually be referred to herein after as a **“Party”** and/or **“Parties”** respectively.

RECITALS

WHEREAS, Owner intends to engage professional engineering services for Drainage Improvements to the Jack Brooks Regional Airport (the **“Project”**).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“Effective Date” means the date last set forth in the signature lines below.

“Damages” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“Hazardous Materials” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“Personnel” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (**“Services”**). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee.

For the Services described under Section 2.1, Owner will pay Garver a lump sum amount of \$735,250.00 in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

- 5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4. Owner shall use commercially reasonable efforts to include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it



does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Notwithstanding anything in this Agreement to the contrary, Garver shall have no obligation to deliver the Deliverables to Owner until payment has been received for the same.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. Owner shall release Garver, Garver's subconsultants, and their Personnel from any and all claims, liabilities, damages, losses, and costs arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.3. Owner agrees, to the fullest extent permitted by law, to release Garver, Garver's subconsultants, and their Personnel from any loss, claim, or cost arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed



field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.

- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as “Confidential Information” or “Proprietary Information” or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver’s performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a “need to know basis” with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party’s right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver’s General Liability policy to the extent of Garver’s indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record



drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. INDEMNIFICATION.

9.1.1. GARVER INDEMNITY. SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.2, GARVER AGREES TO INDEMNIFY AND HOLD OWNER, AND OWNER'S PERSONNEL HARMLESS FROM DAMAGES DUE TO BODILY INJURY (INCLUDING DEATH) OR THIRD-PARTY TANGIBLE PROPERTY DAMAGE TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF GARVER OR ANY OTHER PARTY FOR WHOM GARVER IS LEGALLY LIABLE, IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

9.1.2. IN THE EVENT CLAIMS OR DAMAGES ARE FOUND TO BE CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF GARVER AND THE OWNER, THEY SHALL BE BORNE BY EACH PARTY IN PROPORTION TO ITS OWN NEGLIGENCE.

9.2. WAIVERS. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, THE PARTIES AGREE AS FOLLOWS:

9.2.1. THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNDER ANY CIRCUMSTANCES.

9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.

9.2.3. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND GARVER, THE PARTIES HEREBY AGREE THAT OWNER'S AND OWNER'S PERSONNEL AND GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF THE FEE SET FORTH IN EXHIBIT B.

9.2.4. THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.



10. DISPUTE RESOLUTION

10.1. Any controversy or claim (“**Dispute**”) arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association (“AAA”) in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Texas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys’ fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall



continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.



- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Fee Summary
- Exhibit C – Insurance
- Exhibit D – Mandatory Federal Contract Provisions for Professional Services Contracts
- Exhibit E – Certification of Engineer
- Exhibit F – RFQ 21-040
- Exhibit G – Form of Amendment

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

Jefferson County Texas

Garver, LLC

By: [Signature]
Signature

By: [Signature]
Signature

Name: JEFF R. BRANICK
Printed Name

Name: JOSH CRAWFORD
Printed Name

Title: JEFFERSON COUNTY JUDGE

Title: TEXAS AVIATION DIRECTOR

Date: JANUARY 10, 2022

Date: 1/5/2022

Attest: [Signature]
LAURIE LEISTER
County Clerk

Attest: [Signature]





Exhibit A SCOPE OF SERVICES

Generally, the Scope of Services includes the following professional services for improvements to the Jefferson County Texas at Jack Brooks Regional Airport. Improvements will consist primarily of review evaluation of the existing drainage facilities, preparation of a site grading program including drainage ditch improvements, detention pond design, perimeter road drainage improvements, survey and geotechnical investigation on the Jack Brooks Regional Airport as shown in RFQ 21-040/JW, subsequent Amendment #1 of the RFQ and the Statement of Qualifications in Appendix C.

- Project Administration
- Surveying Services
- Geotechnical Services
- Drainage Study
- Design Services
 - Preliminary Engineering Report
 - 60% Preliminary Design
 - 90% Final Design
 - 100% Issued for Bid.
- Bidding Services
- Construction Administration

A.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.

A.2 Surveying Services

A.2.1 Design Surveys

Arceneaux, Wilson and Cole, as a subconsultant to Garver, will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will be escorted by Owner's staff.

Arceneaux, Wilson and Cole will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

Arceneaux, Wilson and Cole will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

A.2.2 Property Surveys – Not Applicable



A.2.3 Easement Development – Not Applicable

A.3 **Geotechnical Services**

Arceneaux, Wilson and Cole, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

1. Soil borings – Soil borings to a depth of 10 feet below existing grade, or to refusal, whichever comes first. Log of borings shall contain moisture content, Atterberg Limits, Sieve Analysis, and soil classification. If rock is encountered, provide the modulus value for the rock layer.
2. Recommendations regarding preparation of existing soils (native or otherwise) including recommendations regarding undercut and backfill.
3. Recommendations regarding embankment construction, including material soil characteristics and construction placement requirements.
4. Recommendations for preparation of subgrade to minimize Potential Vertical Rise.
5. Recommendations regarding surface and subsurface drainage, during and after construction.
6. All geotechnical recommendations and tests shall adhere to the FAA advisory circular 150/5320-6F (or latest edition).

A.4 **Drainage Study**

Arceneaux, Wilson and Cole will develop hydrologic and hydraulic models of the airfield drainage system within the project limits per FAA Criteria . Autodesk Storm and Sanitary Analysis will be utilized to complete interconnected pond analysis for all drainage areas. Modeling methodology and parameters will be selected in accordance with standard engineering practice and Owner standards. Modeling parameters, such as areas, slopes, drainage paths, distances, etc. will be obtained from surveys, planimetric contour maps and aerial photos and verified by field investigation.

Arceneaux, Wilson and Cole will develop a drainage analysis and this information will be included in the Final Engineer's Report. The drainage analysis report will include the following:

- Drainage Methodology and Results
- Prepare a System Model
- Overall Drainage Recommendations
- Prepare Grading Plans for the Existing Drainage Ditch Lines
- Prepare Site Plan for Tree Removal
- Prepare Plan for Land Side Frontage Detention Pond
- Prepare Plan for Perimeter Road Drainage Improvements

A.5 **Design Services**

A.5.1 General

Garver and Arceneaux, Wilson and Cole will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession



practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

A.5.2 Owner / Agency Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

A.5.2.1 *Reimbursable Agreement -Not Applicable*

A.5.2.2 *Modifications to Standard – Not Applicable*

A.5.2.3 *Separate Procurement for Special Systems -Not Applicable*

A.5.3 Quality Control

Garver will develop a project specific quality control plan. The 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.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Bi-Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

A.5.4 Environmental Coordination

Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0. The following environmental agency coordination is expected:

- US Fish and Wildlife Service (USFWS)
- Texas Historic Preservation Office
- US Army Corps of Engineers

A.5.5 Airspace Analysis

Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

A.5.6 DBE Coordination -Not Applicable

A.5.7 Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.



A.5.8 Existing Conditions Review

A.5.8.1 *Record Document Review*

Garver and Arceneaux, Wilson and Cole will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

A.5.8.2 *Site Visits*

Garver and Arceneaux, Wilson and Cole civil engineers will perform up to one site visits to the project site to review existing conditions and evaluate survey and record document data.

A.5.9 Pavement Design

Garver will prepare a pavement design in accordance with FAA, TxDOT or Jefferson County design requirements whichever is applicable.

A.5.10 Geometric Design -Not Applicable

A.5.11 Grading and Drainage

Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

A.5.12 Airfield Electrical -Not Applicable

A.5.13 Utility Design and Coordination -Not Applicable

A.5.14 Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase		
	60% Preliminary	90% Final	100% Issued for Bid
Cover Sheet	X	X	X
Sheet Index	X	X	X
General Notes	X	X	X
Project Layout Plan	X	X	X
Survey Control Plan	X	X	X
Construction Safety Plans	X	X	X
Construction Safety Details	X	X	X
Existing Conditions Plans	X	X	X
Erosion Control Plans	X	X	X



Erosion Control Details	X	X	X
Demolition Plans	X	X	X
Demolition Details	X	X	X
Drainage Plans	X	X	X
Drainage Details	X	X	X
Underdrain Plans	X	X	X
Underdrain Details	X	X	X
Cross Sections	X	X	X

A.5.15 Specifications and Contract Documents

A.5.15.1 *Technical Specifications*

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 for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

A.5.15.2 *Construction Contract Documents*

Garver will develop construction contract documents based on EJCDC standards / Owner provided template. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

A.5.16 Engineer's Report

Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
 - Site Survey
 - Geotechnical Investigation
 - Project Photographs
- Applicable AIP Standards
- Construction Safety and Phasing
- Drainage Design
- Environmental Considerations
- Miscellaneous Design Items
- DBE Participation
- Project Schedule
- Engineer's Opinion of Probable Cost
- Appendices



A.5.17 Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

A.5.18 Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

A.5.18.1 Preliminary Engineering Report

Garver will develop Preliminary Engineering Report and submit to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the Preliminary Engineering Report and to receive Owner comments and direction.

A.5.18.2 60% Preliminary Design

Garver will develop 60% preliminary design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 60% preliminary design plans, specifications, and engineer's report and to receive Owner comments and direction.

A.5.18.3 90% Final Design

Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.

At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

A.5.18.4 100% Issued for Bid (IFB)

Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

A.6 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference,



and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, 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. Garver 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.

A.7 Construction Administration Services

During the construction phase of work, Garver will accomplish the tasks below.

A.7.1 Issued for Construction (IFC) Documents

Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

A.7.2 Submittals

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

A.7.3 Notice to Proceed & Preconstruction Meeting

Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

A.7.4 Progress Meetings



As a minimum, Garver's Project Manager, and Project Engineer will attend progress meetings with the Owner and Contractor. It is expected that three progress meetings will be held on-site. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the Owner's RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Owner's Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

A.7.5 Owner Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the FAA.

A.7.6 RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

A.7.7 Progress Payments

Garver will review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

A.7.8 Payroll Reviews

Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements.

A.7.9 DBE Compliance

Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

A.7.10 Record Drawings

Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.



A.7.11 Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

A.7.12 Final Inspection

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request

A.8 On-Site Resident Project Representative Services

Garver will utilize Arceneaux, Wilson and Cole to provide full-time Resident Project Representative (RPR) services for the 270-calendar-day construction contract performance time. The proposed fee is based on approximately 40 hours per week during the construction contract performance time for the RPR. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

During the construction period, Garver's RPR will provide or accomplish the following:

1. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
2. As necessary, conduct safety meetings with the Contractor.
3. Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
4. Perform intermediate inspections in advance of the final inspection.
5. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
6. In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
7. Administer the "Construction Management Plan" prepared by Garver.
8. Monitor the contractor's conformance to the approved construction safety and phasing plan.
9. Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."



10. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

A.9 Materials Testing Services -Not Applicable

A.10 Project Closeout Services

At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 30 days of the final payment to the Contractor. Garver will also update the airport's ALD to show the completed project as "existing" and coordinate the submission of the updated ALD through OE/AAA.

A.11 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below:

Preliminary Engineering Report to the Owner and FAA (8 ½" x 11").

- a. (1) County Engineering
 - b. (1) County Purchasing Department
 - c. (1) Airport
 - d. (1) FAA
2. 60% Preliminary Design Plans (11" x 17"), Specifications (8 ½" x 11"), and Report (8 ½" x 11") to the Owner, FAA, and affected Utilities.
 - a. (1) County Engineering
 - b. (1) County Purchasing Department
 - c. (1) Airport
 - d. (1) FAA
 - e. (1) Utilities
 3. 90% Final Design Plans (11" x 17"), Specifications (8 ½" x 11"), and Report (8 ½" x 11") to the Owner and FAA.
 - a. (1) County Engineering
 - b. (1) County Purchasing Department
 - c. (1) Airport
 - d. (1) FAA
 4. 100% Issued for Bid Plans (11" x 17"), Specifications (8 ½" x 11"), and Report (8 ½" x 11") to the Owner and FAA.
 - a. (1) County Engineering
 - b. (1) County Purchasing Department
 - c. (1) Airport
 - d. (1) FAA



5. Issued for Construction Plans (11" x 17"), and Specifications (8 ½" x 11") to the Owner, Contractor, and FAA.
 - a. (1) County Engineering
 - b. (1) County Purchasing Department
 - c. (1) Airport
 - d. (1) FAA
 - e. (3) Contractor
6. Other electronic files as requested.

A.12 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Deliverables beyond those listed herein.
3. Pavement Design beyond that recommended in the Geotechnical Report and Garver.
4. Design of any utility relocation.
5. Engineering, architectural, or other professional services beyond those listed herein.
6. Retaining walls or other significant structural design.
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
8. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
9. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
10. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

A.13 Schedule

Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Design Phase	Calendar Days
Preliminary Engineering Report	70 Days from Agreement Execution
60% Preliminary Design	45 Days from Receipt of Preliminary Engineering Report Comments
90% Final Design	30 Days from Receipt of 60% Preliminary Design Comments
100% Issued for Bid	14 Days from Receipt of 90% Final Design Comments

Schedule will be contingent on a submittal review time of two weeks each by the FAA, the Owner and other agencies.

Exhibit B

Jack Brooks Regional Airport Drainage Analysis and Design

FEE SUMMARY

Title I Service	Estimated Fees	
Geotechnical	\$ 40,250.00	
Topographical Survey	\$ 81,420.00	
Preliminary Engineers Report	\$ 77,320.00	
Preliminary Design	\$ 109,500.00	
Final Design	\$ 153,000.00	
Bidding Services	\$ 15,510.00	
Total for Title I Service	\$ 477,000.00	
Title II Service	Estimated Fees	
Construction Phase Services	\$ 258,250.00	
Subtotal for Title II Service	\$ 258,250.00	
Total All Services	\$ 735,250.00	

Exhibit B**Jack Brooks Regional Airport
Drainage Analysis and Design****Preliminary Engineering Report**

WORK TASK DESCRIPTION	E-6	E-3	E-2	T-2
1. Project Management				
Administration and Coordination	12			
Quality Control Review	4	4		
Submittals to Client	2			
Subtotal - Project Management	18	4	0	0
2. Civil Engineering				
Kickoff Meeting	2	2		
Site reconnaissance	8	6		
Review Existing Plans with AWC		8	6	
Review Existing LiDAR Maps With AWC		8	6	
Review Report	24	8	6	
Prepare CATEX	4	-	6	6
Prepare 7460	4	-	4	6
Review Meeting	6	5		
Subtotal - Civil Engineering	48	37	28	12

Hours	66	41	28	12
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SUBTOTAL - SALARIES: \$40,879.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$2,000.00
Postage/Freight/Courier	\$71.00
Office Supplies/Equipment	\$25.00
Computer Modeling/Software Use	\$50.00
Travel Costs	\$600.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,746.00

SUBTOTAL: \$43,625.00

SUBCONSULTANTS FEE: \$33,695.00

TOTAL FEE: \$77,320.00

Exhibit B

Jack Brooks Regional Airport Drainage Analysis and Design

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6	E-3	T-2
1. Project Management			
Administration and Coordination	12		
Quality Control Review	12		
Submittals to Client/Review Meeting	6	6	4
Subtotal - Project Management	30	6	4
2. Civil Engineering			
West Ditch Analysis Review			
Existing Drainage Basins		1	
Rainfall Tables/Design Storms		1	
Existing topography into Model		1	
Existing Drainage Model	4	2	
Drainage Alternatives	5	1	
Proposed Drainage Model	5	2	
Surface Contouring Analysis Review			
Existing Drainage Basins		1	
Rainfall Tables/Design Storms		1	
Existing topography into Model		1	
Existing Drainage Model	4	2	
Drainage Alternatives	5	1	
Proposed Drainage Model	5	2	
Frontage Drainage Analysis Review			
Drainage Ditch Analysis			
Existing Drainage Basins		1	
Rainfall Tables/Design Storms		1	
Existing topography into Model		1	
Existing Drainage Model	4	2	
Drainage Alternatives	6	1	
Proposed Drainage Model	5	2	

Detention Pond Sizing			
Existing Drainage Basins		1	
Rainfall Tables/Design Storms		1	
Existing topography into Model		1	
Existing Drainage Model	4	2	
Drainage Alternatives	5	1	
Proposed Drainage Model	5	2	
Perimeter Road Drainage Improvement Review			
Existing Drainage Basins		1	
Rainfall Tables/Design Storms		1	
Existing topography into Model		1	
Existing Drainage Model	4	2	
Drainage Alternatives	5	1	
Proposed Drainage Model	5	2	
Subtotal - Civil Engineering	71	40	0

Hours	101	46	4
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SUBTOTAL - SALARIES: \$50,830.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$1,600.00
Postage/Freight/Courier	\$70.00
Computer Modeling/Software Use	\$50.00
Travel Costs	\$400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,120.00

SUBTOTAL: \$52,950.00

SUBCONSULTANTS FEE: \$56,550.00

TOTAL FEE: \$109,500.00

Exhibit B

Jack Brooks Regional Airport Drainage Analysis and Design

FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-3	T-2
1. Project Management			
Administration and Coordination	14		
Quality Control Review	14		
Submittals to Client/Review Meeting	6	10	4
Subtotal - Project Management	34	10	4
2. Civil Engineering			
West Ditch Analysis Review			
Proposed Alternatives	5	3	3
Proposed Drainage Model	5	3	3
Surface Contouring Analysis Review			
Proposed Alternatives	5	3	3
Proposed Drainage Model	5	2	2

Frontage Drainage Analysis Review			
Drainage Ditch Analysis			
Proposed Alternatives	5	2	2
Proposed Drainage Model	5	2	2
Detention Pond Sizing			
Proposed Alternatives	5	3	3
Proposed Drainage Model	5	3	3
Perimeter Road Drainage Improvement Review			
Proposed Alternatives	5	3	3
Proposed Drainage Model	5	3	3
Subtotal - Civil Engineering	50	27	27

Hours	84	37	31
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SUBTOTAL - SALARIES: \$46,618.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$1,950.00
Postage/Freight/Courier	\$32.00
Travel Costs	\$400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,382.00

SUBTOTAL: \$49,000.00

SUBCONSULTANTS FEE: \$104,000.00

TOTAL FEE: \$153,000.00

Exhibit B**Jack Brooks Regional Airport
Drainage Analysis and Design****CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-6	E-3	T-3	X-2
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination	40			
Quality Control Review	2	3		
Submittals to Client	2	4	2	2
Subtotal - Project Management	44	7	2	2
2. Civil Engineering				
Preconstruction Meeting	8	8		
Utility Coordination Meeting		6		
Progress Meetings with Contractor/City	80	40		
Monthly Pay Requests	8	16		
Shop Drawings/Material Submittals	4	40		
Record Drawings	4	40		
Prepare Change Orders	8	8		
Final Project Inspection and Punchlist		2		4
Project Closeout	1	2	30	20
Subtotal - Civil Engineering	113	162	30	24
Hours	157	169	32	26

SUBTOTAL - SALARIES:**\$104,346.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$600.00
Postage/Freight/Courier	\$74.00
Office Supplies/Equipment	\$70.00
Computer Modeling/Software Use	\$60.00
Travel Costs	\$2,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,804.00

SUBTOTAL: \$107,150.00

SUBCONSULTANTS FEE: (AWC RPR) \$151,100.00

TOTAL FEE: \$258,250.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2021

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 Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 1-800-643-9691</td> <td>FAX (A/C, No): 501-377-2317</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Charter Oak Fire Insurance Company (A++XV)</td> <td style="text-align: right;">25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America (A++XV)</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER C: Travelers Casualty Ins Co of America (A++XV)</td> <td style="text-align: right;">19046</td> </tr> <tr> <td>INSURER D: Starr Surplus Lines Insurance Company (A XV)</td> <td style="text-align: right;">13604</td> </tr> <tr> <td>INSURER E: Tokio Marine Specialty Insurance Company</td> <td style="text-align: right;">23850</td> </tr> <tr> <td>INSURER F: Underwriter at Lloyd's</td> <td style="text-align: right;">AA-112010</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext): 1-800-643-9691	FAX (A/C, No): 501-377-2317	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Charter Oak Fire Insurance Company (A++XV)	25615	INSURER B: Travelers Property Casualty Co of America (A++XV)	25674	INSURER C: Travelers Casualty Ins Co of America (A++XV)	19046	INSURER D: Starr Surplus Lines Insurance Company (A XV)	13604	INSURER E: Tokio Marine Specialty Insurance Company	23850	INSURER F: Underwriter at Lloyd's	AA-112010
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INSURER F: Underwriter at Lloyd's	AA-112010																				

COVERAGES **CERTIFICATE NUMBER: 62639077** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible			P-630-1G052988-COF-21	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			810-1N886537-21-43-G	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP-6J09853A-21-43	7/1/2021	7/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-7K425966-21-43-G	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability- Claims Made Including Pollution Liability			1000634123211 Full Prior Acts applies.	7/1/2021	7/1/2022	Each Claim \$2,000,000 Aggregate \$2,000,000
E	Contractor's Pollution Liability			80915866	7/1/2021	7/1/2022	Occurrence & Aggregate \$2,000,000
F	Maritime Employer's Liability			PSR083498	7/1/2021	7/1/2022	Combined Single Limit \$1,000,000

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

See Attached RE:

CERTIFICATE HOLDER FOR INFORMATION ONLY - Houston	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 <div style="text-align: right;"> Ted Grace </div>
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 12141 Wickchester, Ste 200 Houston TX 77079	
POLICY NUMBER P-630-1G052988-COF-21			
CARRIER Charter Oak Fire Insurance Company (A++XV)	NAIC CODE 25615	EFFECTIVE DATE: 7/1/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: FOR INFORMATION ONLY - Houston

ADDRESS:

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability per Blanket Endorsement CGD414 and Primary & Non-contributory basis by Blanket Endorsement CGD037 Includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430306 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal and Material Change per Blanket Endorsement ILT804 on the General Liability and ILT354(03/98) on the Automobile.

Notice of Cancel / Non-renewal will be sent per Work Comp Blanket Endorsement WC9906R5. Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

*** (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-COF-21 shown above with a limit of \$500,000.

Work within railroad is covered on General Liability by endorsement CG D3 79.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.



EXHIBIT D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. ACCESS TO RECORDS AND REPORTS

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

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

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

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

4. CIVIL RIGHTS – TITLE VI ASSURANCE

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

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended



from time to time, which are herein incorporated by reference and made a part of this contract.

- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of a Engineer's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33



U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

- I. Overtime Requirements. No Engineer or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- II. 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 Engineer and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- III. 3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subconsultant under any such contract or any other Federal contract with the same prime Engineer, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
- IV. 4. Subconsultants. The Engineer or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

7. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR



part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

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

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

9. DISTRACTED DRIVING

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

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

10. ENERGY CONSERVATION REQUIREMENTS

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

11. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

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



- of this nondiscrimination clause.
- (2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The Engineer 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 Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

- (1) As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;



- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.



- Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
 - (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
 - (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for



the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.



- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally,) the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.
- (10)The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11)The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12)The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.



- (13)The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14)The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.
- (15)Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

13. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, 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.
- II. 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.

- III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

15. TERMINATION OF CONTRACT

- I. Termination for Convenience. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.



The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.



In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

16. TRADE RESTRICTION CERTIFICATION

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

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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



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

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

17. VETERAN'S PREFERENCE

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

18. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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

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



Exhibit E

AIRPORT IMPROVEMENT AID PROJECT: TBD
STATE: TEXAS

CERTIFICATION OF ENGINEER

I hereby certify that I am Josh Crawford and duly authorized representative of the firm of GARVER, LLC, whose address is 12141 Wickchester Lane, Suite 200, Houston Texas, 77079, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By

DATE:

01/05/2022



EXHIBIT F
RFQ 21-040/JW

RESPONSE AND COMPLETED SPECIFICATIONS (WITH REQUIRED DOCUMENTS)



ORIGINAL

JEFFERSON COUNTY RFQ-21-040/JW:
PROFESSIONAL ENGINEERING SERVICES FOR
Drainage Improvements

July 28, 2021



12141 Wickchester Lane, Suite 200
Houston, TX 77079

TEL 713-491-8333 FAX 713-395-5486

GarverUSA.com



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Appendix A: RFQ Specification Document with Completed Forms and Addendum 1

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Appendix B: Certificate of Insurance, Form 1295, SAM Registration Status/Proof

PAGE B1



July 28, 2021

Point of
Contact**Jason Frank, PE**

1214 Wickchester Lane,
Suite 200
Houston, TX 77079
(713) 395-4282
JEFrank@GarverUSA.com

Rich History.
Award-Winning
Culture.

900+

Employees

60+

Years of Aviation Experience

#18

ENR Top 20 Aviation Ranking

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

RE: RFQ 21-040/JW: Professional Engineering Services for Drainage
Improvements of the Jack Brooks Regional Airport

Dear Ms. West,

Jack Brooks Regional Airport (BPT) serves a growing population of more than 500,000 and is quickly becoming a preferred provider for the business and leisure traveler. **As the word gets out that BPT offers many advantages to the Southeast Region of Texas and Southwest Region of Louisiana, it is important to partner with a firm that understands your history and current needs and shares your vision for the future.**

Having served as BPT's Engineer of Record (EOR) since 2011, Garver has institutional knowledge of your airfield and a productive relationship with airport operators. An integral part of your needs are centered on FAA funding, and our team has completed over \$13.5 million in FAA-funded airport improvement projects at BPT. We are experienced in helping you secure funding and maximizing the impact of those funds for your growing airport. The Garver Team has the knowledge base of the previous and current conditions of the airfield drainage in hand. We have the working relationship with the Drainage District 7 (DD&7) in place and drainage base maps prepared to begin field inspections immediately. **Garver is the only firm that can provide the airport and county with the prior conditions based on our previous drainage study and the current conditions based on DD7's influence and project potential future conditions. This will provide more accurate and cost-effective drainage alternatives for the airport and county to evaluate.**

We have developed several solutions for this project that will aid in efficiency and cost-effectiveness—a discussion of these solutions can be found beginning on page 7. In preparing documents for the project, Garver will provide and maintain an effective quality control program so that all required services are performed and provided in a manner that meets professional architectural and engineering quality standards.

Please do not hesitate to contact me at 713-395-4282 or by email at JEFrank@GarverUSA.com as you make your selection. Thank you for your consideration.

Sincerely,
GARVER

Jason Frank, PE
Project Manager

Frank Mcillwain, PE
Vice President

Executive Summary

Based on your selection criteria, we will demonstrate in this statement of qualifications that Garver is the right choice to be the airport engineer for the Drainage Improvements at Jack Brooks Regional Airport.

Firm's Capability to Provide the Services

Garver has extensive experience in all aspects of airport design, bidding, construction administration, and FAA funding and has the capabilities and expertise to complete every aspect of the proposed project at BPT. See **pages 5-6**.

Project Understanding and Approach

We have included a personalized technical approach for your Drainage Improvements starting on **page 7**.

Comparable Projects

We have provided detailed information in Section 3 (beginning on **page 13**) about similar projects completed by our team.

Familiarity with FAA Regulation

Garver has proven successful experience in guiding clients through the FAA AIP process, as detailed beginning on **page 17**.

Staff Qualifications

The Garver Team features the dedicated staff needed to meet each phase of your project, plus the support personnel to help your project run smoothly. We have organized a team that will provide expertise and responsive service and will initiate, oversee, and complete your airport improvement projects while following the procedures, guidelines, and criteria dictated by the FAA. An overview of the Garver Team that will be working on this project, as well as more information about our key personnel's experience and expertise, can be found on **page 21**.

Ability to Meet Timeline/Deadlines

Garver is committed to completing your projects on time and within budget. As seasoned engineers, we realize our service to you is more than just a set of plans; we are your partner in meeting the needs of your airport users. See **page 32** for a quick reference to past project examples of meeting timelines and budgets.

DBE Goals & Good Faith Efforts

Garver is committed to meeting Jefferson County's goal of 1.95% DBE participation on this contract. Garver has a history of successfully meeting or exceeding similar DBE participation goals in the past for Jack Brooks Airport and other aviation clients. Our commitment to DBE goals can be found on **page 33**.



Our Team Fulfills All Minimum Respondent Qualifications.

Look for these icons for a quick reference to minimum respondent qualifications being met throughout the proposal. Page numbers are also listed by each requirement for your quick reference.



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. See **page 5**.



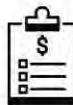
Have an active registration status with no exclusion(s) with the System for Award Management (SAM). See **page B4**.



Have the ability to maintain adequate files and records and meet statistical reporting requirements. See **page 6** and **page 10**.



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. See **page 6**.



Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail. See **page 10**.

1 Firm's Capability to Provide the Services

Business Name and Legal Entity

Garver, LLC

Federal Tax ID Number

01-0733400

Local Offices

Performing Services

12141 Wickchester Lane,
Suite 200,
Houston, TX 77079
(713) 395-4282
JEFrank@GarverUSA.com

Corporate Office

4701 Northshore Drive
North Little Rock, AR 72118

Legal Entity in State of Texas

Limited Liability Company

Controlling Interest In Other Firms

None

Years in Business

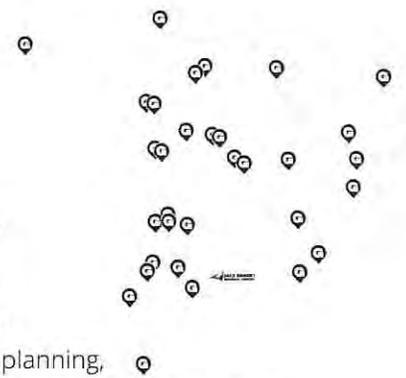
102

Prior Business Names

N.B. Garver
Garver & Morrow
Garver+Garver
Garver, Inc.
Garver Engineers, LLC
Garver, LLC

Brief History

Garver is a multi-disciplined engineering, planning, architectural, and environmental services firm committed to quality practices, progressive methods, and personal relationships. **Garver has over 60 years of aviation experience and over 900 engineers, planners, architects, technicians, and administrative support personnel on staff.** Our Aviation Team has extensive experience in all aspects of airport planning, design, and construction administration and includes over 90 personnel located in 21 of our 34 regional offices, including our office in Houston.



Throughout this statement of qualifications, you will find that Garver has successfully completed numerous projects similar to those anticipated at the Jack Brooks Regional Airport (BPT). **We provide client support throughout each project, from developing grant applications for project funding to project planning, design, bidding, construction observation, and project closeout.** We are proud to be consistently ranked as one of the top 125 design consultant firms and one of the top 20 aviation firms in the United States by Engineering News-Record.



ENR
TOP 500

#106
NATIONWIDE
DESIGN FIRMS

2021

We know how important it is to have a consultant who listens and is quick to respond to your questions and needs. **With Garver, you will benefit from our “small-firm” approach—personal attention and accessibility—supported by the resources of a large, regional staff.** Garver works hard to tailor projects to fit our clients' goals through creative design and scheduling, and we excel at finding the right solutions to meet the needs of each client. Our clients' trust is the cornerstone of our business.



22 Aviation Professionals
Based in Texas Including Finance
and Administrative Professionals



441 Years of Experience
From Texas Aviation Personnel

Garver knows Jack. Since 2011, Garver's Texas Aviation Team has completed over \$13.5 million in airport improvement projects at Jack Brooks Regional Airport.



These projects include almost every aspect of your airport, giving Garver a head-start in helping BPT achieve successful project delivery. Our familiarity with your airport, stakeholders, and operating practices will be an asset to us as we complete this project, and our existing knowledge will allow us to start and move quickly throughout the **Electrical Vault Replacement Project**. We take pride in the service we have provided for 11 years, and we look forward to the opportunity to continue contributing to your airport improvements.



35 Completed Projects at
BPT by Garver Team Members



25 Garver Texas aviation projects
completed by Project Manager, Jason
Fran, PE, in the last 5 years

Aviation Services
Services offered by Garver include:

ENGINEERING DESIGN

- Pavement management plans
- Pavement analysis
- Field and obstruction surveys
- Airfield layout/geometrics
- Runway, taxiway, and apron design
- Airfield lighting, NAVAIDs, and controls
- Access control and security
- Terminal roads and parking facilities
- Utility coordination
- Construction phasing

AIRPORT MANAGEMENT

- Minimum standards
- Rules and regulations
- Revenue generation
- Zoning and leases
- Capital program development
- Airport management training

PLANNING AND ENVIRONMENTAL

- Feasibility and site selection studies
- Feasibility of commercial air service
- Airport master and development plans
- AGIS and aeronautical surveys
- Environmental and wildlife assessments
- Economic studies and business planning

FUNDING ADMINISTRATION

- FAA/AIP and state grant application and administration
- Capital improvement programs
- Alternate funding sources
- Construction cash flow management

CONSTRUCTION MANAGEMENT

- Bidding and contract administration
- Airfield operations/tenant coordination
- On-site, full-time construction observation
- Project commissioning and opening



Garver understands that each project's scope of work will progress and evolve through the four major project phases identified below.

Preliminary Phase

Garver understands how to bring together the client and design team to develop a sound course of action for each project, complete with a list of specific project goals, deliverables, tasks, and deadlines. For each project Garver takes on, our design team holds a project kickoff meeting with the client to build rapport, identify critical success factors, and define quality control procedures.

Design Phase

Our dedicated aviation engineers and technicians provide expertise on complex projects with multiple constraints and accelerated schedules. This provides BPT a team with the skills and expertise to deliver challenging, complex projects on time and within budget and the flexibility to deliver smaller and less complex projects in a more cost-efficient manner.

Bidding or Negotiation Phase

Garver provides bidding and award assistance in accordance with state bid law requirements, including writing and circulating advertisements, attending pre-bid meetings and bid openings, and providing analysis of the bids and award recommendation. Garver will formulate and execute all airfield projects to align with current FAA and TXDOT regulations.

Construction Phase

The construction phase is where all the planning and design comes to fruition, and it is also where the majority of project headaches can arise. We coordinate with airfield users and tenants to maintain access and handle countless details before the new improvements are opened to the public. The Garver Construction Services Team has the experience and ability to handle all of your project needs during each phase of construction. Our qualified staff will work as a part of your team, making certain you are kept informed of the project's progress.



Capacity to Perform

Our Aviation Team has a unique blend of talent and a wealth of resources that enable us to meet critical project schedules while maintaining high standards for quality design. **The Texas Garver Aviation Team has the capacity to perform all the work we are proposing to fulfill project commitments.** Given this depth of experience, Garver has the capability and capacity to tackle a wide variety of challenges and can tailor your projects to your needs and goals. **Garver does not have any commitments current or potential that would impact our availability to perform if selected for this project.**



Record of Performance

Garver has a record of reliable service and has no deficiency in contract performance.

Authorized Personnel

Frank McIlwain, PE, will serve as the authorized signatory for Garver contracts and his contact information is shown in the table below.

NAME AND TITLE	ADDRESS AND PHONE
Frank McIlwain, PE Vice President	3010 Gaylord Pkwy., Suite 190 Frisco, TX 75034 Ph: 972-377-7480

Current Litigation

Garver, similar to most long standing engineering firms, has periodically been pulled into or otherwise engaged in both informal and formal dispute resolution over Garver's 100 years in business. The results of such dispute resolution often are subject to confidentiality obligations; however, **no current or prior disputes will affect performance of Garver's obligations under a contract with Jefferson County.** The following is the only matter Garver is currently involved in:

1. Eileen White, as mother and next of kin of Michael White, deceased (Plaintiff) v. Sherwood Construction Co, Inc., et al (Defendants); District Court in and For Oklahoma County, State of Oklahoma; CJ-2020-4901. This suit is in regards to a vehicle accident on the Turner Turnpike. **If information involving any specific claim against Garver is needed, please contact Garver's General Counsel, Kurtis John, at (479) 287-4678.**

2 Project Understanding and Approach

Implementing a Successful Project

With plans and processes in place, we will capitalize on the strengths of our team to undertake the variety of assignments related to your projects. Since 2003, when we began practicing professional engineering in Texas, Garver has continued to grow to become a premier aviation consultant to airports just like BPT. Our experience in Texas includes design and construction administration of various projects similar to the projects anticipated to be performed within the next five years at BPT. As a result of our extensive experience within Texas, we have developed institutional knowledge of how to plan, program, design, execute, and close out these types of capital improvements, all with in-house staff.

Managing Cost Control

We take our commitment to meeting budget and delivery dates while providing quality products very seriously. We know dozens of variables can impact the final construction cost of a project, and we use a rigorous, time-tested method for controlling costs during the design and construction phase of a project. The construction market can yield great fluctuation in pricing, and it's imperative to BPT that the design team take all market factors into account when estimating construction costs. **Over the past 5 years, cost estimates on Garver's aviation projects have averaged within 3% of the final contract amount.**

Garver's project team has extensive experience working at airports throughout the state of Texas (Figure 1). Our project manager, **Jason Frank, PE**, will be responsible for cost control and preparation of the construction cost estimate. He will work closely with our construction support staff to make certain the estimate is accurate, complete, and realistic and includes all

GARVER HAS COMPLETED OVER

\$1

BILLION

IN AIRPORT IMPROVEMENT PROJECTS IN THE PAST 10 YEARS

phases of construction. In addition, our in-house construction staff will review the cost estimates from a contractor's perspective to enhance accuracy and constructibility during the review process.

Delivering a Successful Project

The proposed deliverables and coordination provide the Jefferson County staff with open communication, opportunity for review and adjustment, and direct involvement in the design decisions for the project. Garver has no record of unsatisfactory performance deficiency in current or recent contract performance. **Our team of aviation specialists work exclusively on airport infrastructure projects and have worked together to successfully deliver more than \$450 million of airport projects in the state of Texas. This long-standing record of excellence and commitment to quality will enable us to successfully deliver the proposed project for BPT.**

Location of Regional Office

Garver has dedicated airfield professionals in Houston who can respond promptly as your needs arise. **Our team is accessible and available to quickly address your needs and respond to your requests.** This proximity will allow your staff the opportunity to communicate face to face with your consultant to ask questions and request feedback.

Support from Other Regional Offices

Garver offers a vast collection of engineers in 34 offices distributed among 13 states. Our work on this project will be primarily provided by our Houston office staff and, as needed, will be supported by regional team members. **Our company-wide resources are available to expedite your work and solve your specific project needs.** The unity between offices allows us to provide workload balancing, so our local team members can be available and responsive to your project-specific needs. **Our regular labor projection meetings identify client's project needs across our footprint to deliver the required capacity to keep projects moving forward.** This team will provide the focus, rapid response, and creativity you expect and deserve.

Project Approach

Garver provides grading, drainage improvements (such as pipes and box culverts, retention/detention facilities, and routing analysis), and erosion control in the course of designing airfield projects involving apron, runway, and taxiway extensions and rehabilitations. Garver has corrected many drainage problems, including standing water, sinkholes, and pavement failures due to water damage. Many of our projects have involved the installation of new pipes and trench drains, utility relocation, and pavement removal and reconstruction.

Garver has a detailed understanding of FAA Advisory Circular 150/5320-5D Airport Drainage Design and the importance of developing surface and subsurface drainage systems that convey storm drainage from airports, protect airport infrastructure, and do not attract wildlife. Storm drainage is a unique challenge to airfields due to the geometric characteristics. Our team of dedicated aviation engineers, including drainage expert Burt Weathersbee, PE, CFM, is well versed in cost-effective drainage solutions to overcome any storm drainage challenge.

The Garver Team already has the infrastructure in place to begin the drainage analysis for the Jack Brooks Regional Airport immediately. Garver's teaming partner **Arceneaux Wilson & Cole LLC (AWC)** previously

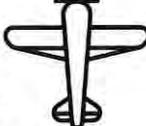
performed a drainage analysis at BPT and has extensive knowledge of the BPT drainage conditions and Jefferson County Drainage District No. 7 (DD7)'s systems operation. The old analysis will be used as the foundation as we begin the updated analysis at BPT to include the receiving drainage facilities operated by DD7.

We will start with a full field investigation including topographic survey and geotechnical investigation. **Using our previous drainage analysis and construction records, we will locate and verify existing drainage facilities and assess pipe conditions, pipe joint failures, and pipe capacities, including identify any silting and/or grade deficiencies.** This includes a video survey of the pipe system and physical examination of the pipe should the pipe size allow. The team will also evaluate the conditions of all drainage structures, including capacities, and identify any potential structural issues.

This information will be used to evaluate the changes that have occurred to the underground drainage system since the last drainage analysis to compare rate of degradation of the system as well as provide a more accurate picture of how the recent storms and DD7 has affected the airport's underground drainage system. The evaluation will provide a better projection of the types of upgrades the airport's underground drainage system will need.

OVER
THE
PAST **5** YEARS 

GARVER HAS
WORKED WITH **158**
GENERAL AVIATION
AIRPORTS 

AND COMPLETED **661**
PROJECTS 

Once all the field data has been completed, AWC will begin hydrological and hydraulic design. This work will include:

Preparing a system model based on FAA, DD7, Atlas-14, TR- 55 requirements

Analyze existing system conditions per FAA criteria and prepare improvement program which includes site grading, ditches, underground lines, and catchment structures per previously mentioned requirements.

These models will be thoroughly vetted and reviewed by our **DBE teaming partner EJES** for accuracy and compliance with all required drainage criteria and FAA airfield grading criteria.

Once the system model has been fully vetted, reviewed, and approved, the team will prepare the recommended improvement program with alternatives analysis and cost estimates for review by Jefferson County, DD7, TECQ, and FAA as part of the preliminary design report.

After a selected alternative is approved by all parties from the preliminary design report, the design team will begin full design of the following components:

1. West ditch grading plan and profile
2. Site plan with tree removal (if approved)
3. Site grading plan
4. Frontage property
5. Detention pond for frontage property design
6. Perimeter road drainage improvements

Submittals for the full design includes a 60%, 90% and 100% IFB submittals with reviews for Jefferson County, DD7, TECQ and FAA included at the 60% and 90% submittals. This will allow for reviews of potential changes that are needed as the design progresses.

All submittals will include updated cost estimates, which will be vetted by speaking with local contractors on the current state of prices though southeast Texas and southwest Louisiana. As we have seen recently, construction prices have increased exponentially due to recent supply trucking and labor shortages. EJES will also be assisting the team in vetting the construction pricing throughout the region.

An anticipated project schedule that will leverage Garver's industry knowledge and understanding of the project requirements to complete the design as quickly and cost effectively as possible is provided on page 28.

Construction Safety and Planning

Garver is on the leading edge of construction safety and phasing plans (CSPP) for airfield projects. **In 2019, Garver was awarded a contract through the Airport Cooperative Research Program (ACRP) to develop best practices for CSPPs.** This guide assists key stakeholders in finding ways to better collaborate on CSPPs through all aspects of the project.



When the FAA released the current Advisory Circular on CSPP in the 2010s, a Garver-developed CSPP was provided on the FAA's website as the recommended sample.

Communication

The Garver Team values clear, consistent communication as paramount to the success of any construction project. Our team will begin the CSPP process by interviewing your engineering and maintenance staff to gain their insight into the pavement distresses and the types of repairs that have been performed. We will determine the types of aircraft and number of operations in the area in order to understand the pavement's past and future loading requirements. We will also discuss aircraft and vehicular movement patterns with your operations staff to develop the least disruptive construction phasing plan. Throughout the project, we will keep you informed with weekly progress reports and updates on project cost estimates and schedule updates at each major design milestone. These types of communications help keep the project on track and keep you informed of the project's status at all times.

Compliance with FAA Standards/Stakeholders

We will confirm that decisions for rehabilitation and/or reconstruction meet the airport's objectives and comply with FAA standards. Our strategy is to:

- **Bring all stakeholders to the table in the conceptual design process**
- **Confirm all parties are in agreement with the interpretation and implementation of the FAA Advisory Circulars and Standard Operating Procedure requirements for design and construction**

Operations and Maintenance Friendly

The Garver Team will work closely with airport operations and maintenance staff to confirm that design decisions will not impose undue operational constraints on BPT staff's ability to operate and maintain the airport. **Our goal is to recommend a phasing solution that minimizes operational conflicts during construction and provides infrastructure that can be efficiently maintained throughout its lifespan.**

Quality Management Approach

The Garver Team's project approach is founded on communication with Jefferson County and BPT stakeholders and the project team. We implement quality control/quality assurance throughout the project, from concept to completion.

Maintaining Quality During Design

Before the design begins, **Project Manager Jason Frank, PE**, will develop a Quality Control Plan (QCP) to be used throughout the duration of the project. The primary goal of this plan is to introduce the entire team to the standards, procedures, and lines of communication for the project. **This plan will also improve the quality and efficiency of the Garver Team's services by reducing the risk of error on the project.**

This QCP, at a minimum, will address:

- Project Description and Scope of Work
- Schedule
- Budget
- Organizational Chart
- Design Criteria
- Communication Procedures
- Team Assignments
- Design/CADD Requirements
- Description of Tasks
- Checking Procedures
- QC Reviews and Milestone Checklist
- Garver's System for Tracking



City and Stakeholder Input Management Tools

At Garver we utilize proven technology and resources to improve the quality of our projects and collaboration among our project team and clients. From a management standpoint, we currently use Newforma to optimize the process by which project information is captured, shared, and managed. This project management software facilitates the transfer of files without the limitations of email or FTP to securely send file transfers and track when files were received.

We also have the capabilities to create a SharePoint site specifically for your projects, should that be desired (example in **Figure 1**). This site can be used for sharing documents, meeting information, status updates, and design and construction information with BPT and contractors. Access groups can be set up to secure the site, which is particularly important when dealing with sensitive security information within airport projects.

project from start to finish accomplishing these four primary goals:

- **Controlling time of construction**
- **Controlling project cost**
- **Maintaining construction quality in the final product**
- **Minimize impact on airport operations**



Figure 1: Sample Sharepoint Capabilities

Review Comments

Having successful design review procedures, tracking the reviewed information/submittals, and confirming implementation of review comments is something that the Garver Team has and will continue to prioritize for Jefferson County and BPT.



Construction Administration Services

The Garver Team has experience providing construction management services, including general engineering reviews of the work as construction progresses to ascertain that the contractor is conforming to the design intent. Our Team will be there from the start to the end, participating in all construction progress meetings, handling RFIs, change order management, and submittal reviews. We also know that the best construction administration, observation, and management is delivered by applying proactive professional oversight to a construction

We submit monthly progress reports, including minutes of the monthly progress meeting, no later than five working days after the end of the preceding month. We interpret the intent of the contract documents to protect the owner against defects and deficiencies in construction on the part of the contractor. On a timely basis, we also recommend and prepare necessary contract change orders for consideration by the owner. Garver will review the contractors application for periodic payments and, when approved, submit them to the owner. Throughout construction our **Construction Administration manager, Jason Frank, PE**, will assist the BPT field representatives in conducting field investigations to verify all necessary construction activities have been implemented and the product provided by the contractor is ready for transitioning of ownership to BPT staff. Before the transition occurs, we will meet formally to discuss the process and deliverables required. This will include things such as preparation of operations and maintenance manuals, final megger testing reports, and contractor "redlined" record drawings. Garver has experience performing interim and substantial completion inspections of the work. We will develop a punch list of items needing further attention and forward it to the contractor and the owner with the statement of substantial completion. We will perform the final inspection and submit a written certification of completion to the owner. Once all activities and items in the transition phase have been complete, the Garver Team will coordinate with the Airport to commence the project closeout.

Project Closeout

Once construction is complete, the Garver Team will provide the Airport with a Construction Closeout Manual (Figure 2) consisting of record drawings, material submittals and approvals, photographs, reports, and inspection logs, final materials testing and quality control report, summary of change orders and reconciliation, TCEQ NOI, O&M manuals, certification of completion, contractor lien release and warranty documents, final DBE participation report, and all closeout documents. The intent of the Garver Teams preparation of this project closeout manual is specifically for the benefit of Jack Brooks Airport and Jefferson County. Our main goal with the closeout manual is to provide you with one concise document that is easy to navigate and accessible enough that anyone can use it to quickly close out grants or complete other administrative duties. **Our Team strives to help you quickly and efficiently complete your responsibilities; this project closeout manual will do just that.**

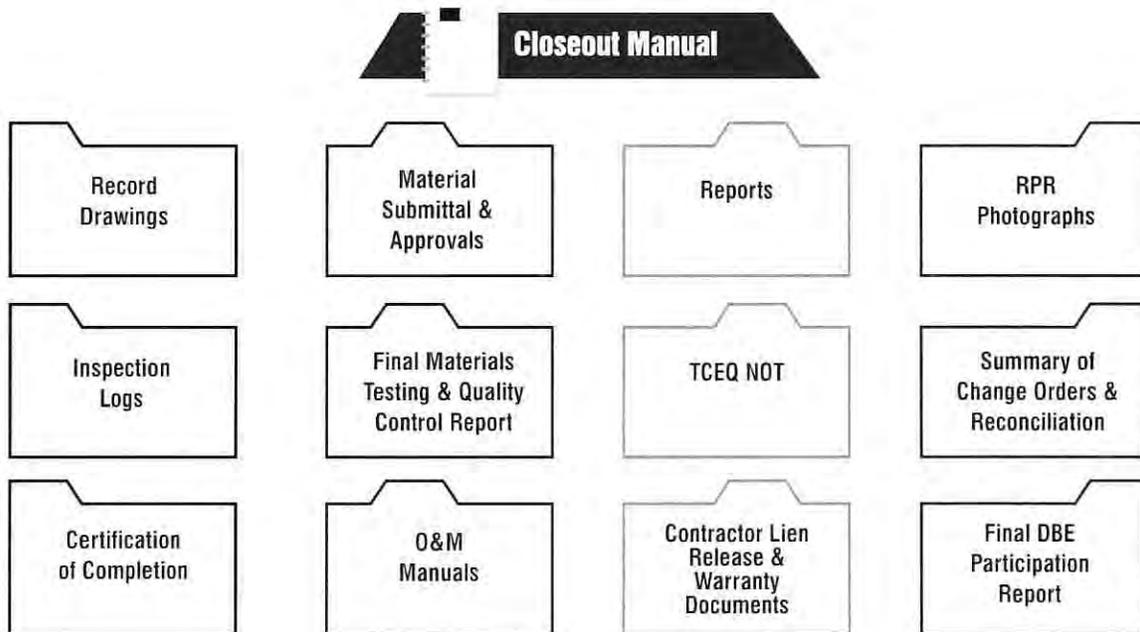


Figure 2: Information Necessary for Typical FAA Closeout

3 Comparable Projects

Project Experience

Garver's 60+ years of aviation experience has allowed us to become a premier consultant for airports like BPT. Our experience in Texas includes design and construction administration of various projects such as terminal HVAC rehabilitation, electrical vault replacement, pavement repairs, fuel farm pavement, drainage improvements, runway extensions, runway and taxiway pavement rehabilitation, airfield lighting and navigational aid (NAVAID) improvements, master plan development/updates, and airport road improvements—all projects anticipated to be performed within the next five years at BPT. As a result of our extensive experience within Texas, we have developed institutional knowledge of how to plan, program, design, execute, and closeout these types of capital improvements, all with in-house staff. **This directly benefits BPT with projects that deliver on time, within budget all while minimizing risk.**

GARVER HAS COMPLETED

35

BPT AIRPORT
IMPROVEMENT
PROJECTS IN
THE PAST
11 YEARS

The Garver Aviation Team has successfully completed numerous projects similar to those anticipated at Jack Brooks Airport, including several at BPT as shown in Figure 3. The following pages include examples and descriptions of similar work completed by members of Garver's team for other airports. We recognize that our reputation is not based on what we say about ourselves, but on what our clients and peers say about us. We encourage you to contact any of the references whose information is provided in the following pages.

GARVER EXPERIENCE AT JACK BROOKS REGIONAL AIRPORT	
Project Name	Year
BPT (SE TX) Regional Airport DBE	2010
BPT Airport On-Call	2010
BPT Geometric Study	2010
BPT Access Road Environmental Services	2011
BPT Security Gate Access	2011
BPT Ramp Rehabilitation	2011
BPT West Ditch EA	2011
BPT Access Road CPS	2011
BPT On-Call	2011
BPT Airfield EA	2011
BPT Aero-Topo Survey	2011
BPT Conceptual Airfield Design	2011
BPT RSA and Pavement Evaluation	2011
BPT Runway Marking Replacement Design	2012
BPT RSA Grading and Revegetation	2012
BPT Security Gates and Access Controls	2012
BPT ALP Update and Obstruction Survey	2012
BPT On-Call FY13	2012
BPT Taxiway D	2013
BPT Runway 16-34 Rehabilitation Design	2014
BPT On Call 2015	2014
BPT RSA Grading CPS	2014
BPT Taxiway D Reconstruction CPS	2014
BPT Runway 16-34 Rehabilitation Design	2014
BPT PFC	2015
BPT DBE and ACDBE Updates	2015
BPT Hazard Zoning Ordinance	2015
BPT Runway 12-30 Reconstruction CPS	2016
BPT Taxiway D Phase 3 FD & Bidding	2016
BPT Taxiway D Ph3 Reconstruction CPS	2016
BPT Taxiway D Ph4 Design	2017
BPT Taxiway D Ph4 CPS	2018
BPT RW 16-34 Marking Rehab	2020
BPT Taxiway A Rehab	2021

Figure 3: Garver Experience with BPT



Northwest Arkansas National Airport

Taxiway B Reconstruction

Date: March 2018

Total Cost: \$20,500,000

Project Description

The concrete pavements at Northwest Arkansas National Airport (XNA) exhibited expansive properties, causing issues such as pavement shoving and sheering of electrical cans and dowel bars. As a result, the airport is currently reconstructing their primary runway. Once the runway reconstruction is completed, the airport plans to focus on the reconstruction of its primary parallel taxiway, Taxiway B.

In November 2012, Garver met with XNA staff to discuss the airport's plan for reconstructing Taxiway B. At the meeting, it was determined to reconstruct the taxiway in multiple bid packages, starting with the area of Taxiway B that was experiencing the most severe pavement distresses. After discussing the taxiway's condition with maintenance staff, the north portion of Taxiway B was selected for Bid Package 1.

Taxiway B's connection to the ongoing runway reconstruction project created a sensitive situation for project design. To design the project in anticipation of the runway reconstruction's completion, Garver provided field surveys and incorporated multiple plans from ongoing projects into the "existing conditions" section to emulate what the contractor will see when the project begins construction. In addition, Garver regularly communicated with the airport to obtain all as-built information from on-going construction projects to incorporate this information into the design process.

The pavement reconstruction created an opportunity to recycle significant amounts of materials. Garver assisted the airport in locating long term development areas to utilize the recycled material in a conservative manner that assists the airport in their development plans while limiting the risk associated with using the recycled material.

Project Location

Bentonville, AR

Contact Person

Kelly Johnson, A.A.E.
Chief Operating Officer
Northwest Arkansas
National Airport
479-205-1422
kelly.johnson@flyxna.com

Firm's Personnel

Blake Roberson, PE
Bart Gilbreath, PE, LEED AP

Key Aspects

- FAA grant assistance,
- Full drainage analysis in and around airfield with recommendations due to the new impervious surfaces created by the runway and taxiway pavements
- Coordination with state and local entities
- Provided construction administration services



Bill and Hillary Clinton National Airport

Airfield Drainage Improvements

Date: July 2020

Total Cost: 359,716

Project Description

This project includes completing drainage improvements on three isolated areas of the Airport. Drainage Area 1 improvements include removing and replacing culverts and junction structures between hangars on the west side (GA side) of the airfield. Drainage Area 2 improvements include replacing perimeter fencing, grading, and constructing paved ditch at one of the outfalls on the southeast side of the airport. Drainage Area 3 improvements include constructing a containment wall and diversion berm around the FAA NAVAID facility for Runway 22R.

Project Location

Little Rock, AR

Contact Person

Thomas Sutton, AIA
Design and Construction
Manager
Bill and Hillary Clinton National
Airport
501-537-7385
tsutton@clintonairport.com

Firm's Personnel

Jordan Culver, PE

Key Aspects

- FAA grant assistance
- Full analysis in and around airfield with recommendations
- Local FAA coordination
- Provided construction administration services



Monroe Regional Airport

Drainage Improvements

Date: May 2022 (est)

Total Cost: 2,810,045

Project Description

Prior to beginning the design, Garver performed a comprehensive drainage analysis of the airport and surrounding area. This drainage analysis analyzed the existing drainage system and provided recommendations for future drainage improvements. The results of this study included a capital improvement plan for \$8M in airfield drainage improvements and \$6.5M in drainage improvements outside the airport.

This study also assisted the City of Monroe in obtaining \$8M in FY2021 discretionary funding to construct the proposed drainage improvements.

Project Location

Monroe, LA

Contact Person

Ron Phillips
 Airport Director
 Monroe Regional Airport
 318-329-5927
ron.phillips@ci.monroe.la.us

Firm's Personnel

Mary Fair, PE
 Blake Roberson, PE

Key Aspects

- FAA grant assistance including application for discretionary funding
- Full analysis in and around airfield recommendations
- Coordination with state and local entities
- Provided construction administration services

4 Familiarity with FAA Regulations

FAA Southwest Region Experience

The Garver Team has strong relationships with FAA personnel in the FAA Southwest Region. **Within the past five years, we have received over 670 contracts in the FAA Southwest Region, and Garver has provided planning, design, environmental, surveying, and/or construction observation services to multiple airports across the FAA Southwest Region for almost 30 years, encompassing over 1,000 individual projects.**

These projects have included working at both general aviation and air carrier airports, performing pavement management studies, rehabilitating landside and airside pavement, designing or renovating airport facilities, designing airfield lighting and controls, assisting with land acquisition, assisting with FAA/AIP and state grant administration, preparing contract documentation, and more. **Figure 4** shows our vast experience throughout the FAA Southwest Region that will be leveraged as part of our work with **FAA Project Manager Steven Cooks**, who we've worked with before, most recently on the Taxiway D Reconstruction project at Jack Brooks Regional Airport.

FAA Southwest Region Experience

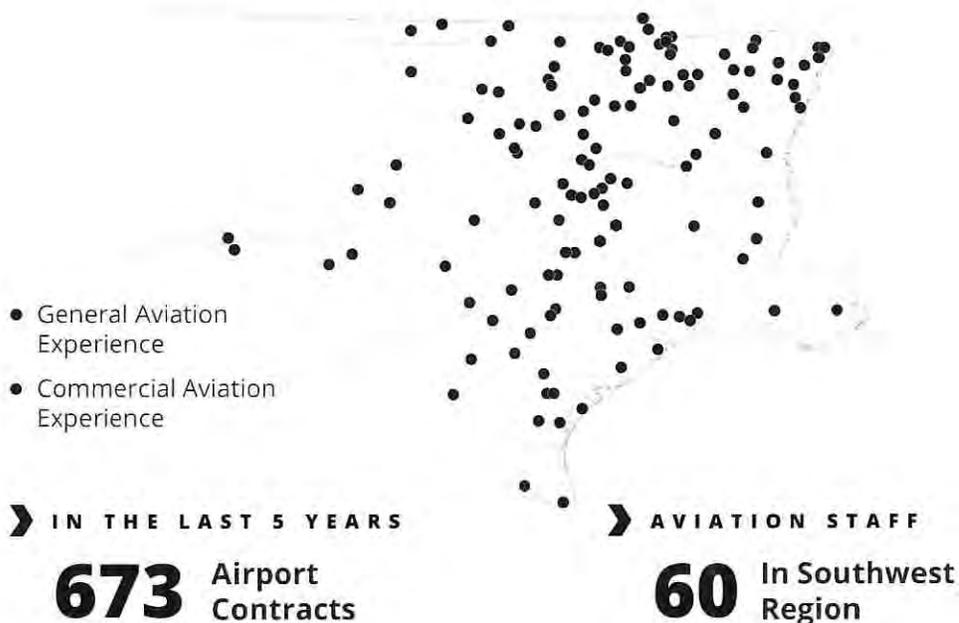


Figure 4: Garver’s FAA Southwest Region Experience



FAA Experience in Texas

Over the past three decades of Garver working directly with FAA personnel in the FAA Southwest Region, we have developed strong relationships and constructed many successful projects together. **Within the past five years alone, we have received nearly 600 contracts in the FAA Southwest Region, and Garver has provided planning, design, environmental, surveying, and/or construction observation services to multiple airports across the FAA Southwest Region for over 30 years, encompassing over 1,000 individual projects.** These projects have included:

- **Performing pavement management studies**
- **Drainage studies**
- **Airfield utilities including HVAC rehabilitation**
- **Landside and airside pavement improvement projects**
- **Design of new or renovated airport facilities**
- **Airfield lighting and controls**
- **Electrical vault replacement/relocation**
- **Land acquisition assistance**
- **FAA/AIP and state grant administration**
- **Field assistance**
- **Research**
- **Contract document preparation**

Garver's Aviation Team is well-versed in Federal Aviation Administration (FAA) regulations, policies, and procedures, and we have strong professional working relationships with FAA personnel and with the state of Texas. **The Garver staff has worked closely with your new FAA Project Manager Steven Cooks and the rest of the Texas Airports District Office, and we understand the value of viewing projects in concert with the FAA's perspective.** Planning and designing the projects for an airport are only one aspect of Garver's approach to aviation consulting. Equally as important is the navigation through the various funding channels to assist Jefferson County to receive as much available funding assistance as possible. **Our Funding Coordinator at Garver is Karon Weidemann. Karon's experience includes over 39 years working solely for the Aviation Division of TxDOT.** As a former TxDOT Aviation Director of Grants, Karon is an expert

in both the TxDOT and FAA funding processes and will be a valuable resource in improving and implementing plans to pursuing all funding avenues for future projects such as wildlife fencing, MIRLs rehabilitation, airport development plans, hangar space development, and AvGAS fuel farm installation.

It is imperative the Airport be as self-sustaining as possible. Garver will coordinate with the County not only to develop revenue-generating projects but assist in marketing these projects to TxDOT or other funding agencies to maximize grant funding for design and construction.

Funding Assistance

You should have a consultant who understands your needs and can provide the necessary link to funding sources that meet those needs. We are capable of providing those options to the Airport Authority that will help you achieve your goals. It is also important that your consultant not only help secure state or federal grants, but also manage the ever-growing administrative tasks associated with the grants received. **Garver commits to help you complete the design and oversee the construction for your project, but also to be there every step of the way in helping present and justify your needs to the FAA for the Airport Improvement Program CARES Act Grant.** We work hard to help justify your projects with the FAA so they are more competitive for funding.

Project Manager Jason Frank, PE, works on the ASCE committee that engages the FAA during draft advisory circular developments and has provided guidance to the FAA on behalf of the aviation industry for over two decades.

FAA Quality Control Checklists

Our quality control checklists are specifically designed for FAA projects and incorporate the required steps of state aviation departments and the sponsor. We use our knowledge of the aviation industry to leverage FAA relationships to keep projects moving, find state or federal grant funds for capital improvements, and help airports like BPT make their improvements happen. Additionally, our internal quality control reviews are performed by Garver engineers who are also instrument-rated pilots. This approach helps our designs, construction phasing plans, and safety plans meet AC requirements while remaining practical and effective.

Continuous Education

Garver holds regularly scheduled in-house training seminars for our staff. These presentations include information from outside speakers, information collected from other seminars, and our experience with FAA policies and procedures. This continuous education is part of the reason that our company was honored with the National Society of Professional Engineers' award for professional development. We also send our designers to airport conferences and seminars to expand their aviation knowledge to include the latest information available from the FAA, other airports, airport users, airport vendors, and suppliers.

Compliance with FAA Policies and Procedures

Garver also has a thorough knowledge of the FAA Advisory Circulars for planning, design, and construction of airports. Our record of successful airport projects funded by the FAA Southwest Region demonstrates our diligence in staying updated on FAA, state, and local directives. Procedures and Project Audits conducted by the FAA indicate that we continue to be in full compliance with FAA policies and procedures. We recognize the critical nature of maintaining an in-depth knowledge of FAA Advisory Circulars/Orders and state regulations.

Our staff have taught seminars on ACs at the FAA Partnership Conference, and our aviation electrical team has worked directly with the FAA on airfield lighting AC drafts. This familiarity with FAA

requirements helps our designs, construction phasing, and safety plans meet all applicable standards and keeps our projects on track. Likewise, we regularly dialogue with the FAA Airport District office to stay current on pending changes.

AIRPORT IMPROVEMENT PROGRAM

Garver's experience with the FAA dates back to when it still operated as the Civil Aeronautics Administration. Garver's many years of experience with FAA projects funded through the Airport Improvement Program has given us insight into every aspect of the AIP process. This encompasses the concept/preliminary stages through close-out, including:



Feasibility studies



Benefit/cost analysis



Preliminary and final design



Bidding process



Contract award



Construction oversight and administration



Grant closeout



Master planning



Environmental handling

The success of our airport projects has been dependent on the timely submission of all required documentation and certifications as well as the development of the projects in accordance with current criteria.

Uniquely Qualified

Most airport planning projects result in an outcome that will be further developed or designed through engineering services. Having served as your EOR gives us a unique perspective when implementing needed projects and allows for seamless and effective transition from design to construction.

Cost-Benefit Analysis

Our planners and engineers can provide a thorough examination of all costs related to a proposed project and all benefits resulting from the project.

Garver's cost-benefit analysis provides information that allows the FAA to determine the following:

1. If there is adequate information to indicate the need for and consequences of the proposed project or action;
2. If there are potential benefits to the aviation public to justify potential costs;
3. How the proposed project or action will maximize net benefits to the aviation public;
4. If data used in the cost-benefit analysis is the best reasonably obtainable technical and economic information available.

Garver conducts the cost-benefit analysis on the principle of full disclosure: data, models, inferences, and assumptions are identified and evaluated explicitly with adequate justification and assessment of the choices made.

Edwin Jones, PE, MBA, of EJES is a former FAA Southwest Region Program Manager. During his tenure, he implemented FAA regulations and policies for 37 airport facilities. **Edwin will use his personal experience and knowledge of FAA procedures to help BPT understand the FAA's perspective and requirements.**



A cornerstone of Garver's service to Texas airports is to assist an airport in navigating the often overwhelming paperwork requirements associated with airport projects.

5 Staff Qualifications

Garver Team Organization

Garver has assembled a team for this effort that includes experts in airport pavement maintenance management systems. **Our team members have the required licenses necessary to complete this project and can obtain any additional permits that might be required.** Leading the Garver Team is Project Manager Jason Frank, PE. Jason is an airport pavement specialist with experience working with Jefferson County and Jack Brooks Regional Airport. Jason's knowledge and expertise of your airfield will be leveraged throughout the development and

implementation of your project.

THIS PROJECT TEAM HAS COMBINED FOR A TOTAL OF \$13.5 MILLION IN FAA FUNDED PROJECTS AT BPT OVER THE PAST 10 YEARS

Figure 5 provides an organizational chart and individual availability of the Garver Team that will be working with BPT. The Garver Team is organized to provide the expertise and responsive services required to sufficiently develop and help maintain all the projects at Jack Brooks Regional Airport. **Our team includes qualified, experienced, and trained staff who will initiate, oversee, and complete your airfield projects while following the procedures, guidelines, and criteria dictated by your airport and the FAA.**

The depth of our entire team of 90+ aviation dedicated personnel will enable us to establish an aggressive schedule for your Drainage Improvements project.



QUALITY CONTROL MANAGER

▣ Josh Crawford, PE 15%

PROJECT MANAGER/ CA MANAGER

▣ Jason Frank, PE 70%

PRINCIPAL IN CHARGE

▣ Frank McIlwain, PE 15%

DRAINAGE INVESTIGATIONS SURVEY/GEOTECH

▣ Marc Ochoa, PE 65%
▣ Ron Arceneaux, PE 15%

CIVIL/ CA CIVIL

▣ Ken Rutabana, PE 60%

DRAINAGE

▣ Burt Weathersbee, PE, CFM 50%

CODE REVIEW/ CA CODE

▣ Edwin Jones, PE, MBA 40%

LEGEND

▣ Garver ▣ EJES(DBE) ▣ AWC

CA=Construction Administration Services

QC= Quality Control

Figure 5: Garver Team Organization Chart

Participating Firms

With plans and processes in place, Garver will capitalize on the strengths of our team to undertake the variety of assignments related to your projects. **For this contract, Jason Frank, PE,** will lead the team to provide the required professional services to design the rehabilitation and update of the Airport Drainage System. Jason has experience and proficiency of all FAA, State and Local standards and guidance. All work products developed by the selected firm will be subject to FAA, Drainage District 7, and Jefferson County document review.

Our Team understands the objective of storm drainage design is to provide for the safe passage for vehicles and to collect stormwater runoff from the pavement surface and adjacent areas. With management experience gained from successfully completing hundreds of aviation projects, Garver is uniquely qualified to perform all the tasks for the Drainage Improvements project. However, for this contract, we have augmented our team with local experts we have worked with before to complement our in-house planning, engineering, and construction management disciplines.



Arceneaux Wilson & Cole LLC (AWC) is a Texas-based multi-

discipline civil engineering firm located in Port Arthur, Texas. With a legacy reaching back to 1988, the firm has provided engineering study, consulting, planning, design, surveying and construction management services to governmental agencies, industrial corporations, municipalities and private enterprise in Southeast Texas and Southwest Louisiana. It is the philosophy of AWC that quality is always the result of intelligent direction, skilled execution, and a continuing commitment to excellence.

GARVER AND AWC TEAMING EXPERIENCE

BPT RSA Grading CPS
BPT Runway 12-30 Reconstruction CPS
BPT 16-34 Rehabilitation CPS
BPT Access Road CPT
BPT ALP Update and Obstruction Survey
BPT RSA and Pavement Evaluation



EJES Incorporated (EJES) DBE is designed to see that Client task orders, managed by this team, will be delivered to meet and exceed the expectations defined by the client for projects of any size and scope. As a leader in the aviation industry, the EJES team possesses the required qualifications and we understand scheduling, capacity, and operational challenges faced in the industry.

GARVER /EJES EXPERIENCE

City of Shreveport Runway 14-32 Rehabilitation
Dallas Executive Airport Perimeter Fence & Road and Taxilane Romeo
Dallas Executive Airport Runway 13-31 Improvements
Dallas Executive Airport Perimeter Fence & Road – CPS
Dallas Executive Airport Pavement Evaluation & Rehabilitation
Dallas Executive Airport Runway 13-31 Reconstruction (Phase II)
Dallas Executive Airport Runway 13 and Taxiway 'B' Extension
Dallas Executive Airport Fueling System Improvements
Dallas Love Field Taxiway Bravo Rehab
Dallas Love Field Runway 18-36 Rehab
Dallas Love Field Pavement Repairs
Dallas Love Field Airfield Pavement Rehab CPS
Dallas Love Field Taxiway Bravo Phase III & IV - Construction Support
Dallas Love Field Taxiway Echo Intersections Rehab CPS
Dallas Love Field Taxiway Bravo Rehab - CPS
Dallas Love Field Miscellaneous Drainage Improvements
Meacham Int'l Airport West Parallel Taxiway
Meacham Int'l Airport Hangar Inspections
Meacham Int'l Airport Hangar 125
Arkansas State Highway Commission for On-Call Construction
City of Fort Worth North Main Street Improvements
Tulsa Airport – taxiway Alpha Pavement Rehab
Tulsa Airport - Runway 1L-19R Pavement Rehab Project RVS
City of Dallas Alley Reconstruction Group No. 12-2036
AHTD Job CA1102 Connecting Arkansas Program Manager
Bill and Hillary Clinton National Airport Taxiway "B" Rehabilitation
Bill and Hillary Clinton National Airport Taxiway "A" and "B" Rehabilitation
Bill and Hillary Clinton National Airport Runway 4R-22L Centerline Lighting and Rehabilitation
Dallas Water Utilities 2014 Water & Wastewater Main Replacement Design Engineering Services 14-385/386E
Monroe Regional Airport Runway 14-32
US 82 Greenville Bypass
City of Houston Lift Stations
SR 57 from I-10 to Vancleave – QAQC
USACE Little Rock District (Contract W9127510D0013)



PROJECT MANAGER

Jason Frank, PE

JFrank@GarverUSA.com | 713-395-4282



Jason Frank is a senior project manager and Garver's Houston Aviation Team Leader. Over the course of his 27-year career, he has served as project manager on a variety of airfield projects with up to \$70 million in construction, including runway and taxiway projects at George Bush Intercontinental Airport, Jack Brooks Regional Airport, Huntsville Municipal Airport, and many other airports nationwide. He is an expert in FAA Advisory Circulars for airfield construction projects, U.S. Military's Untied Facilities Criteria, and ICAO standards. Jason brings extensive project management experience coupled with a high level of technical skill to each of his projects. Based on his experience working on airfields with a wide range of complexity, he understands the unique challenges airfield improvement projects face and is adept at mitigating construction impacts and managing critical path items for project success.

Education

Bachelor of Science,
Civil Engineering

Registration

Professional
Engineer, TX, 87979

Years Experience

4 With Garver
27 Total

EXPERIENCE

Jack Brooks Regional Airport Taxiway D Relocation

Beaumont, TX

Senior project manager responsible for construction administration and management of relocated Taxiway D. Responsibilities included site visits, managing on-site project representative, reviewing contractor requests for information, value engineering, materials and testing reviews, managing construction budget, and project closeout.

Jack Brooks Regional Airport Taxiway A Rehabilitation and Realignment

Beaumont, TX

Senior project manager responsible for design, construction administration, and construction management of the rehabilitation and realignment of Taxiway A. Responsibilities included project coordination, geometric review, funding assistance, and client coordination. Both the Taxiway A and D projects strengthened our intimate knowledge of the current condition of the airfield pavements, underlying base, and subgrade conditions at BPT. This will allow Garver to use current knowledge and records documents to create a more accurate picture of the airport's pavement conditions and create a more budget-friendly maintenance and rehabilitation program for the airport.

George Bush Intercontinental Airport

Houston, TX

Senior project manager responsible for providing the design and construction management services for the Rehabilitation of Taxiways RA, RB, SA, and SB. The rehabilitation involves complete reconstructions, joint repairs, partial depth repairs, PCC panel replacement, resurfacing to extend pavement life, and geometric changes to bring the taxiways more in line with Group VI standards. Drainage upgrades and corrections will also take place to address erosion issues and changes in local drainage requirements post-Hurricane Harvey.



PRINCIPAL IN CHARGE

Frank McIlwain, PE

FOMcIlwain@GarverUSA.com | 214-619-9022



Frank McIlwain is a vice president on Garver's Aviation Team with 23 years of engineering experience involving \$660 million in airport improvement projects. Frank's airport planning, design, and construction management experience includes projects at Dallas Love Field, DFW International, Clinton National, Tulsa International, Addison, Dallas Executive, Fort Worth Meacham International, Nashville International, Huntsville International, and 60 other airports. His experience includes runway/taxiway rehabilitations, runway/taxiway extensions, apron reconstructions, drainage improvements, airfield lighting and signage projects, utility relocations, multi-agency coordination, and capital improvement plan (CIP) implementation. Frank is also an instrument-rated pilot.

Education

Bachelor of Science,
Civil Engineering

Registration

Professional
Engineer, TX, 93229

Years Experience

23 With Garver

23 Total

EXPERIENCE

Jack Brooks Regional Airport Geometric Study

Beaumont, TX

Project leader and business team leader for a geometric study that evaluated multiple airfield configurations to remove crossing runways. The study included determining the best alternative with consideration for 11 evaluation criteria, such as taxiing times, noise, property acquisition, and airspace issues. Study development included conducting public meetings, meeting with the Southwest Region Airport Development Office, and coordinating with FAA airspace program managers.

Abilene Regional Airport Runway 17R-35L

Abilene, TX

Principal in charge and quality assurance for the rehabilitation of Runway 17L-35R at Abilene Regional Airport. Project included coordination of surveys, geotechnical, HWD, and RDD services. Project consisted of a combination of rehabilitation and reconstruction as identified in the Preliminary Engineering Report.

Waco Regional Airport Taxiway Bravo Realignment

Waco, TX

Principal in charge and quality assurance for realignment of Taxiway B to correct unusual taxiway geometry and remove pavement to eliminate a runway intersection hot spot. The project included development of several alternatives and resulted in realigning Taxiway B as a parallel taxiway for Runway 14-32 and changing the alignments of Taxiways B1, B2, and B3 to comply with the FAA's taxiway geometry standards.

QUALITY ASSURANCE MANAGER

Josh Crawford, PE

JBCrawford@GarverUSA.com | 512-485-0014



Josh Crawford is a senior project manager and the Director of Texas Aviation for Garver. With nine years in the construction industry and 16 years of airport design and project management, his experience includes a multitude of improvements in the aviation industry for landside, airside, and terminal developments. His expertise is the airside, where his focus on airfield pavement inspection and development, pavement design, and construction safety and phasing plans for both civilian and military airfields provides Clients with unique and innovative solutions for sustainable and cost effective designs. Other responsibilities include serving as Garver's aviation military resource, where he offers his expertise in designs for US Army Corps of Engineers, Naval Facilities Engineering Command, and Air Force Civil Engineer Center projects. His exceptional approach to project management and coordination with state aviation departments, the Federal Aviation Administration, and military agencies, as well as assistance with clients for capital improvement planning has proven to be a valuable resource for airport sponsors, assisting them in continuing growth and implementing improvements at their airports. He has completed the PCASE and PAVER software training course instructed by the software developers, Transportation Systems Center, and staff from Colorado State University. He is also a licensed pilot.

Education

Bachelor of Science,
Civil Engineering

Registration

Professional
Engineer, TX, 135510

Years Experience

16 With Garver

16 With Garver

EXPERIENCE

Georgetown Municipal Airport Runway 18-36 Rehabilitation

Georgetown, TX

Project manager responsible for overseeing and providing a quality control review for this fast track project requiring an expedited design schedule to maintain eligibility for FAA discretionary funding.

Austin-Bergstrom International Airport Check Point Charlie Improvements

Austin, TX

Project manager responsible for the development of a preliminary engineering report to address the replacement of a new guard facility and improving airline cargo traffic access to the airfield at the airport's most frequently used check point station. Project responsibilities included oversight of a multi-disciplined team consisting of architectural, structural, mechanical, electrical, and civil.

Corpus Christi International Airport Taxiway K Construction

Corpus Christi, TX

Project manager responsible for design, bidding, and construction administration for Taxiway Kilo to support development for the United States Coast Guard. Because of the time constraints to provide access to the new 400,000-square-foot Coast Guard facility, the design was coordinated to be fast tracked. Between November 28 and December 31, 2017, the team prepared three design packages, each requiring City, Airport, and FAA review, and published a bid package on January 1, 2018 for the \$2.2 million taxiway.

DRAINAGE INVESTIGATION / SURVEY / GEOTECH



Ron Arceneaux, PE, PLA

Ron.Arceneaux@awceng.com | 409-284-6517



Ron has 40 years of supervising, planning, and designing of water transmission, utility systems, drainage, maritime and transportation projects for public and private concerns. More so, he is cultivated in the administration of privately funded projects, and public works projects funded by state and federal agencies. Through networking with regional leaders, elected officials and businesses, he has established the necessary contacts to aid in data collection, identification of policy and decision makers, and familiarity with agency interaction.

Education

Bachelor of Science,
Civil Engineering

Registration

Professional
Engineer, TX 50052

Professional Land
Surveyor, TX 4572

Years Experience

40 Total

EXPERIENCE

Alligator Bayou Watershed Study, JCDD7

Jefferson County, TX

Project leader to investigate existing and future drainage conditions and propose alternate plans for improvement to the watershed. The study covered 45 square miles of watershed to determine water levels and conditions of flooding which would occur under current, 5-yr and 20-yr development conditions. Also examined were the improvements required to eliminate flooding during the 100-yr frequency storm. As a result, the drainage district constructed a pumped detention storage area of approximately 600 acres containing approximately 9,000 acre-ft of stormwater and connecting two primary outfalls draining to Alligator Bayou.

City of Port Arthur Drainage Master Plan

Port Arthur, TX

Project leader for The City of Port Arthur Master Drainage plan that was developed as an update to previous studies and was part of a Capital Planning Program developed for financing short-term and long-term drainage projects. Drainage criteria standards were developed to guide future planning for development projects and upgrading existing facilities. The existing storm sewer system inventory was updated and recommendations were made for upgrading undersized systems to come into compliance with runoff criteria. The capital program yielded a recommended initial phase totaling \$8.8 Million in improvements and \$23.7 Million in long-term improvements. The program was to be funded from bond issue(s) and projected to be within the debt service capability of the City over the planning period.



CIVIL

Ken Rutabana, PE



Ken Rutabana is a project manager on Garver's Aviation Team with seven years of experience. His main responsibility is coordinating design teams, subconsultants, and contractors during the execution of a project. He is also responsible for designing, modeling and drafting plans for airport improvements related to aprons, runways, and taxiways. Ken is experienced in pavement maintenance, including field investigation and analysis of pavement condition index.

Education

Bachelor of Science,
Civil Engineering

Registration

Professional
Engineer, TX, 135165

Years Experience

7 With Garver
7 Total

EXPERIENCE

Jack Brooks Regional Airport Taxiway A Rehabilitation

Beaumont, TX

Dallas Love Field Taxiway Bravo

Dallas, TX

Brownsville-South Padre Island International Airport New Terminal

Brownsville, TX



DRAINAGE

Burt Weathersbee, PE, CFM



Burt Weathersbee is a senior project manager with over 40 years of experience specializing in hydrology/hydraulics. Burt is well-versed in drainage design, bridge hydraulics, managing and performing watershed master plans, hydrologic/hydraulic computer modeling, stormwater management, floodplain reclamation, and hydraulic structure design, as well as developing drainage criteria policies and manuals. He understands the regulatory permitting procedures of various agencies such as U.S. Army Corps of Engineers, Federal Emergency Management Agency, and the Environmental Protection Agency.

Education

Bachelor of Science,
Civil Engineering

Registration

Professional
Engineer, TX, 60205

Certified Floodplain
Manager, 2870-15N

Years Experience

7 With Garver
40 Total

EXPERIENCE

Dallas Executive Airport Runway 13 and Taxiway B Extension

Dallas, TX

Huntsville Municipal Airport Taxiway Alpha Design

Huntsville, TX

Celina Master Drainage Study

Celina, TX



DRAINAGE INVESTIGATIONS / SURVEY / GEOTECH

Marc Ochoa, PE, CFM



19 years in Public Works and Utility Engineering, and 3 years' experience managing municipal operation and maintenance crews; with expertise in project management, also design and analysis including: low-pressure sewage collection systems, water distribution system improvements, storm sewer collection systems, surface drainage, paving, and lift stations.

Education

Bachelor of Science,
Civil Engineering,

Registration

Professional
Engineer, TX, 98426

Certified Floodplain
Manager

Years Experience
19 Total

EXPERIENCE

Jack Brooks Regional Airport Surface Drainage Systems Analysis

Beaumont, TX

Jack Brooks Regional Airport Surface West Ditch Improvements

Beaumont, TX

Sealy Avenue Reconstruction

Galveston County, TX



CA CODE

Edwin Jones, PE, MBA



Edwin has more than 27 years of experience in Civil Engineering and has served as the Principal-in-Charge for EJES for the past 22 years. He has served as JV Principal for DFW Airport Design/Design Management contract, and Principal for on-call services contract for Jackson Municipal Airport Authority (JMAA) as Prime consultant. His experience includes 7 years of engineering experience with the Texas Department of Transportation (TxDOT) and 2 years as a Program Manager for the Federal Aviation Administration (FAA), managing airport development for 37 facilities throughout the state of Oklahoma.

EXPERIENCE

Barksdale Air Force Base Repair Drainage

Barksdale AFB, LA

Dallas Executive Airport Runway 13-31

Dallas, TX

Shreveport Downtown Airport Taxiway N, D, and E Rehabilitation

Shreveport, LA

Education

MBA Operations
Management

Bachelor of Science,
Civil Engineering

Registration

Professional
Engineer, TX, 82682

Years Experience
27 Total



ARCENEUX WILSON & COLE
engineering | surveying | planning

July 9, 2021

Mr. Jason Frank, PE
Senior Project Manager, Aviation Leader

GARVER

12141 Wickchester Ln, Suite 200
Houston, TX 77079

**RE: DRAINAGE AT JACK BROOKS
REGIONAL AIRPORT, RFQ21-040**

Dear Jason:

We appreciate the opportunity to submit qualifications to GARVER for the drainage improvements contemplated in the noted RFQ. ARCENEUX WILSON & COLE LLC commits to performing all the work assigned to us and described in the RFQ solicitation. We have worked with GARVER before on several projects at this airport, primarily providing construction project representatives as needed to monitor projects designed by GARVER.

Key personnel assigned to the work will be available based on a blended effort of at least 50%. As such, principals would likely be involved less, and project managers/designers involved more. Should you have any questions, please contact me.

Very Truly Yours

ARCENEUX WILSON & COLE LLC

Ronald J. Arceneaux, PE, PLS
Corporate Secretary

409.724.7888
3120 Central Mall Drive
Port Arthur, TX 77642

Engineering Surveying





Service with Excellence

3100 Park Plaza
Suite 200B
Port Arthur, TX 77642
(P) 866-635-7395
www.ejesinc.com

- Architecture
- Engineering
- Planning
- Construction Management
- Environmental Services

LETTER OF COMMITMENT

July 12, 2021

Jason Frank, PE | Senior Project Manager, Aviation Leader
GARVER
12141 Wickchester Ln
Suite 200
Houston, TX 77079

RE: Request for Statements of Qualification (RFQ 21-040/JW) Professional Engineering Services for Drainage Improvements at the Jack Brooks Regional Airport

Dear Mr. Frank,

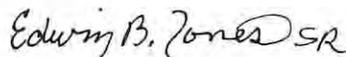
This letter is to confirm that **EJES INCORPORATED (EJES)** is pleased to team with GARVER to assist with **Drainage Reports and Review services** on the Jefferson County **RFQ 21-040/JW – Jack Brooks Regional Airport**.

We are committed to delivering high value services and achieving project success through this partnership. We are committed to performing the work in a timely and cost-efficient manner.

EJES is certified by North Central Texas Certification Agency (NCTRA) as DBE/MBE (#BMDB66363N0122) and State of Texas HUB (#1752901786900).

We look forward to working with GARVER on this project and supporting the mission of Jefferson County.

Sincerely,



Edwin B. Jones, Sr., PE, MBA
Chief Executive Officer

Corporate | Dallas

12801 N Central Expwy, Suite 700
Dallas, TX 75243
(P) 214.343.1210 (F) 214.343.3885

Houston

6161 Savoy Dr. Suite 830
Houston, TX 77036
(P) 281.272.1612 (F) 281.272.1619



Disadvantaged Business Enterprise (DBE)
EJES Incorporated

EJES Incorporated

has filed with the Agency an Affidavit as defined by NCTRC Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 517919: ALL OTHER TELECOMMUNICATIONS
NAICS 541330: ENGINEERING SERVICES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES
NAICS 561320: TEMPORARY HELP SERVICES

This Certification commences January 12, 2021 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: January 12, 2021
CERTIFICATION NO. BMD866363N0122



Erica Witzels
Certification Administrator



Minority Business Enterprise (MBE)
EJES Incorporated

EJES Incorporated

has filed with the Agency an Affidavit as defined by NCTRC Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 517919: ALL OTHER TELECOMMUNICATIONS
NAICS 541330: ENGINEERING SERVICES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES
NAICS 561320: TEMPORARY HELP SERVICES

This Certification commences March 30, 2021 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: March 31, 2023
Issued Date: March 30, 2021
CERTIFICATION NO. BMM80767N0323

Erica Witzels
Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1752901786900**
File/Vendor Number: **025891**
Approval Date: **12-MAR-2021**
Scheduled Expiration Date: **12-MAR-2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
EJES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 12-MAR-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19

6 Ability to Meet Timeline/Deadlines

Capability to Deliver Services in a Timely Manner

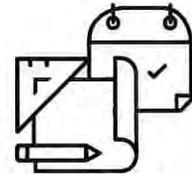
Garver is committed to completing your projects on time and within budget. As seasoned engineers, we realize our service to you is more than just a set of plans; we are your partner in meeting the needs of your airport users. Aggressive effort toward a thorough design and smooth construction means efficient design and quick construction, which gives the users of your airport reason to support future airport improvements.

Garver has an excellent reputation for providing high-quality design, clear and consistent communication, and attention to performance schedules and budgets. Our excellent record of successfully completing projects on time and within budget is due to realistic project scheduling and our ability to foresee and mitigate potential obstacles during design and construction.

Before preparing plans and specifications, we determine what approach will best fulfill your needs and then design your project to do the job and be cost effective for its entire lifetime. Schedules and deadlines during the design phase are consistently met

GARVER'S AVIATION TEAM HAS MET

100%



OF OUR DESIGN DEADLINES IN THE PAST 3 YEARS
(THAT'S OVER 175 PROJECTS)

because of the number of fully trained, experienced airport engineering professionals and technicians we have available for your projects. We will diligently develop project scopes that minimize the risk of project amendments and will continually look at the big picture of the project needs. This diligence, combined with Garver's successful record of dealing with and meeting the regulatory requirements, helps us deliver quality projects on time and within budget.

Below **Figure 6** is a schedule based Garver's previous drainage study knowledge and current airfield drainage conditions with DD7 projected potential influence in mind.

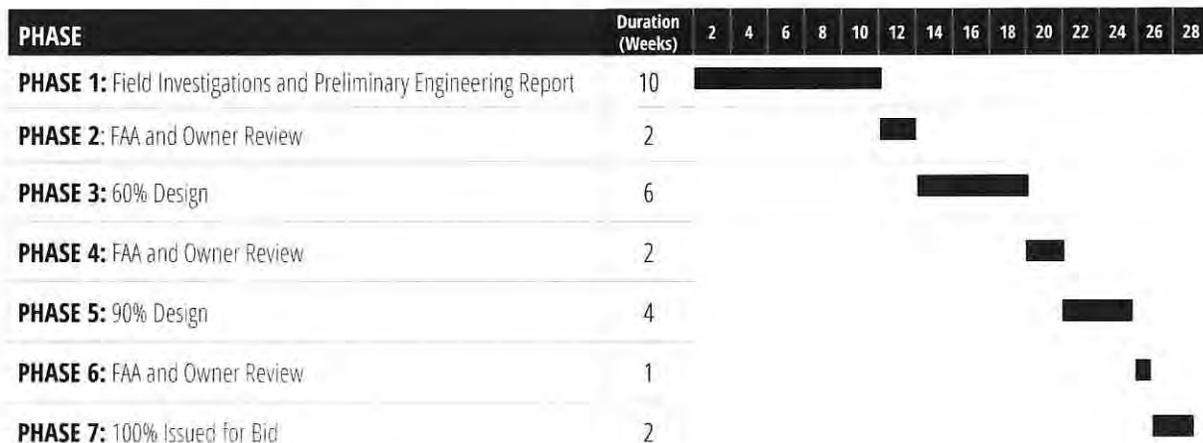


Figure 6: Garver Proposed Schedule

7 DBE Goals and Good Faith Efforts

DBE Participation

Garver strongly encourages and supports the involvement of minority-owned and female-owned businesses and diverse individuals on our project teams. On federal contracts, we routinely meet our Small Business/Disadvantaged Business Enterprise (DBE) subcontracting goals. Garver maintains relationships and teams with many qualified and competent DBE consultants to achieve our DBE subcontracting goals. Garver consistently teams with DBE firms in executing its contractual obligations, and Garver's project managers routinely identify and invite the participation of qualified DBEs when their professional services are required or beneficial. Garver has developed long-standing relationships with qualified DBE firms that enhance each project.

DBE Goals

Garver is committed to exceeding Jefferson County's goal of 1.95% DBE participation on this contract. Garver has a history of successfully meeting or exceeding similar DBE participation goals in the past for Jefferson County and other aviation clients. Garver believes that establishing relationships with competent DBE firms offers them meaningful work and opportunities to grow their practice, ultimately benefiting both our clients and our industry as a whole. Garver maintains close working relationships with a wide variety of qualified, experienced DBE firms and routinely teams with DBE firms to enhance our project designs. Should the need arise for additional services, Garver will actively make a good faith effort to utilize DBE firms, where practical, to balance our in-house expertise.

For this project, Garver will work with certified DBE firm EJES who will perform code reviews for this project. EJES will be responsible for 5% of project work.

GARVER AVIATION
has contracted over

\$6.8 MILLION

TO DBE FIRMS

over the past **3** YEARS

Garver Partners Program

Garver consistently teams with subconsultants, including certified Disadvantaged Business Enterprises (DBEs), to successfully execute projects of all sizes for our clients. Our project managers routinely identify and invite the participation of qualified DBEs when their professional services are required or beneficial. Garver's commitment to DBEs goes far beyond the casual recruitment of minority firms to our team. We have successfully introduced competent DBEs to new areas of business through our GarverPartners Program.

Unlike other programs, this partnership is the start of a long-term relationship between us and our Partner, not just a short-term process of teaming or working on a project. From business basics to project delivery, the GarverPartners Program helps local participating businesses meet and address industry challenges, set standards of excellence, control overhead, manage quality assurance and control issues, attract and market new business prospects, and grow their business. The Program is structured around distinct modules that provide opportunities to engage in workshops, training, and social networking.



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 21-040/JW) Professional Engineering Services for Drainage Improvements at the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 21-040/JW) Professional Engineering Services for Drainage Improvements for 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 a drainage improvement 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 Drainage Improvements
at the Jack Brooks Regional Airport**

REQUEST NO: RFQ 21-040/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 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 21-040/JW) Professional Engineering Services for Drainage Improvements at the Jack Brooks Regional Airport

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 professional engineering services for a Drainage Improvements 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.

The professional engineering services for this project includes, but not limited to: design services, preparation of bid documents (plans, drawings and specifications), construction contract administration, and construction project management.

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: **Airport Drainage Improvement**

The consultant will provide the required professional services to design the rehabilitation and update of the **Airport Drainage System**. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) 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: Civil Engineering, **Hydrology**, Estimating / Cost Analysis, prevailing 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, **Drainage District 7**, 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.

Airport Storm Drainage:

Consultants are to adhere to AC 150/150/5320-5D Airfield Drainage Design.

The objective of storm drainage design is to provide for the safe passage of vehicles or operation of the facility during the design storm event. the drainage system is designed to collect stormwater runoff from the pavement surface and adjacent areas, convey it along and through the adjacent areas, and discharge it to an adequate receiving body without causing adverse on or off-site impacts.

Storm water collection systems must be designed to provide adequate surface drainage. Traffic safety is intimately related to surface drainage. Rapid removal of storm water from the pavement minimizes the conditions which can result in the hazards of hydroplaning. Surface drainage is a function of transverse and longitudinal pavement slope, pavement roughness, inlet spacing, and inlet capacity.

Jefferson County Engineering Department, Jefferson County Drainage District #7, and The City of Nederland are to be heavily consulted with during all phases of this project. Consultant will design this project in accordance with all Federal, NEPA, State, and Local guidelines. Consultant engineers specializing in hydrology should be familiar with all relevant statutes.

Jefferson County and Jack Brooks Regional Airport are extremely familiar with heavy rain event. Tropical Storms Harvey and Imelda dropped unrepresented amounts of rain in the area leading to wide-spread flooding. The airport became an immensely important facility assisting in the evacuation of over 3,500 people during Harvey.

Consultant is to provide an improved drainage system that will have the maximum reliability of operation practicable under all conditions, with due consideration given to abnormal rainfall events within the last 3 years.

Drainage System Requirements:

- **Maintenance:**
 - Minimal maintenance required, with maintenance accomplished quickly and economically.
- **Future Expansion:**
 - Consultant is to make the following assumptions on airport expansion:
 - Landside area is fully developed with Commercial Development calculating an appropriate percentage of impervious surface area for runoff coefficient.
 - Hydraulic Methodology:
 - Technical Release 55 (TR-55)
 - Atlas 14
 - Specifications from Drainage District #7
- **Design Areas:**
 - Repair existing underground airfield drainage system failures
 - Improve airfield sheet flow.
 - Rehabilitate existing "West Ditch" to original design
 - Note: this is not a new ditch, scope limited to removing silted in areas of ditch and regrading of sides for maintenance access and safety.
 - Landside drainage improvement and dry detention pond

Design Area Objectives:

Repair existing underground airfield drainage system failures:

As shown on **Exhibit A on Page 33**, the current underground airfield drainage system has multiple failures. It is assumed this is due to a combination of (a) system age at approximately 70+ years old, (b) failure of underground pipes, (c) expansion and contraction of soils which resulted in the pulling and separation of pipe joints, and (d) unknown failures and "silted-in" pipes.

Consultant is to design a construction phase where contractor facilitates repairs of the pipes. Consultant will plan accordingly to accommodate an amount of unknown failures that may be discovered during repairs. Particular focus will be placed on drainage systems located within sensitive areas of the airfield (Runway Safety Areas, Runway Obstacle Free Zones, Runway Protection Zones). Consultants with airports and airport design should be familiar with these sensitive areas.

Improve Airfield Sheet Flow:

The primary goal of this project is to allow the uninterrupted and continual use of the airport during heavy rain events. Currently, the grassy areas surrounding the airfield have depressed areas that hold water. These low areas limit the airport's ability to maintain grass heights due to soggy soil conditions. Since priority is given to grass areas immediately adjacent to airfield pavement, these low-lying areas have vegetation that grew beyond the airport's ability to maintain. This led to trees and shrubbery growing unchecked.

Consultant will design a construction phase to:

1. Remove all vegetation from the airfield.
2. Option/alternative to disc and regrade airfield to adequately overland sheet flow rainwater away from airfield pavement towards outer airfield drainage ditches and canals to avoid interruption of operations during or following storms and to prevent temporary or permanent damage to pavement subgrades.
 - a. Proper grading is the most important single factor contributing to the success of the drainage system. Development of grading and drainage plans must be fully coordinated (AC 150/5320-5D: 6-2.1)

The final impediment for airfield surface drainage is the perimeter road that encircles the western border of the airfield. The perimeter road was installed with 18" cross culverts at regular intervals. The perimeter road follows the natural ground elevation contour and in areas where the elevation is low, the road is impassible during heavy rain events.

Consultant will have to consider the revised ground elevations after regrading airfield in such a manner that still allows for continual perimeter road access.

Consultant will design a construction/bid alternative to bring areas of the perimeter road up to an adequate elevation in select areas. Due consideration will be to upsizing perimeter road cross culverts to improve drainage. Airport would like to avoid situations where water drains over the road further eroding the road materials.

Rehabilitate West Ditch:

The West Ditch has silted in and requires re-grading the bottom to return the functionality back to originally designed criteria. Special Note: Consultant is to design this phase to keep the ditch considered "rehab" and not "new".

Design Criteria:

- Remove silt from bottom of ditch.
- Regrade side slopes of ditch.
- Remove culverts unnecessary for crossing access.
- Grade top of ditch to:
 - Allow for continual future maintenance access.
 - Not drain "wetlands" contained within airfield.
- Vegetation plan to future avoid erosion of top and sides.

The West Ditch ends at DD7 C-10 drainage canal. Consultant is to coordinate with DD7 to determine if a control system needs to be in place to adequately control the discharge of water into their system.

Consultant to design an area adequate to spread spoils from ditch within airfield.

Landside Areas and Dry-Detention Pond:

Land development activities typically convert natural pervious areas to impervious areas. These activities cause increased runoff because infiltration is reduced, the surface is usually smoother, allowing more rapid drainage, and depression storage is usually reduced. In addition, natural drainage systems are often replaced by lined channels, storm drains, and curb-and-gutter systems. These man-made systems produce an increase in runoff volume and peak discharge as well as a reduction in the time to peak of the runoff hydrograph.

The temporary storage of excess storm water releases is a fundamental principle in storm water management and a necessary component of many storm drainage systems. The temporary storage of storm water can reduce the frequency and extent of downstream flooding, soil erosion, sedimentation, and water pollution.

The consultant will design a detention facility, that:

- **Maximizes available unusable land**
 - Places unusable land into a beneficial asset
- **Calculate relevant and appropriate hydraulic numbers:**
 - Design rainfall frequency, intensity, and duration criteria acceptable to DD7 and Jefferson County Engineering
 - Outflow rates acceptable to DD7 (Airport desires to decrease the overall outflow into DD7 system to be a good neighbor to adjacent homeowners)
- **Follows FAA AC 150/5320-5D Guidelines;**
 - Safety: Preventing public trespass
 - Preventing Public Trespass
 - Preventing Wildlife Attractants (AFPAM 91-212 & AC 150/5200-33)
 - Maintenance:
 - Ease of routine and pre/post event inspections
 - Mowing: Ease of access for vegetation management
 - Ease of sediment removal
 - Longevity of structural integrity of system
 - Dry pond: no permanent pool
- **Construction:**
 - Cost analysis for available options

- Large amounts of soil to be removed. If engineered properly in conjunction with Airfield improvements, soil could possibly be deposited on outer areas of airfield and graded accordingly (cost saving measure)
- Increase embankment sides to prevent overflow and accidental discharge into DD7 system

Phase 1 – Preliminary Design

This phase is intended 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. Activities include, but not limited to:

1. Coordinate and meet with Airport personnel.
 - a. Prepare an overall construction phasing plan to maximize project constructability and minimize interference with day-to-day airport operations, tenant activities, and commercial passenger ground travel.
2. Meet with Airport, FAA, and County personnel to accurately understand anticipated results.
 - a. FAA has sensitive communication lines located underground in the airfield, consultant must meet with FAA to identify, locate, and protect all sensitive utilizes present.
3. Using the above SOW and after consultation with all relevant parties, Consultant will prepare a preliminary estimate of probable construction costs and schematic design for each project element.
 - a. Discuss viable alternatives in order to maximize project finish product.

Phase 2 – Final Design

1. Verify design, hydraulic calculations, and computer modeling acceptability and functionality with all relevant parties (FAA, County Engineering, City Engineering, DD7, TCEQ, etc.)
2. Identify any utilities and other obstructions required to be removed or relocated in order to facilitate repairs and construction.
3. Debris control plan – acceptable standards of cleanliness contractor must meet each workday for all roads.
4. Develop Security Plan – contractors will have access to airside, strict access must be maintained to meet FAA and TSA security requirements.
5. Develop Safety Plan in accordance with AC 150/5370-2 Operational Safety on Airports During Construction.
6. Prepare final design documents that provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the Consultant and enable all contractors to bid uniformly.
 - a. Provide final estimate of probable construction costs and quantities and schedule for the project.
 - b. Incorporate specifications required in AC 150/5370-10 Standards for Specifying Construction of Airports, and any other FAA Advisory Circular relevant to the project.
 - c. Prepare project specifications and contract documents.

Phase 3 – Bid Phase

1. Assist Jefferson County Purchasing Department with advertising and interpretation of project requirements.
2. Attend Pre-Bid meeting(s) to provide clarity and answer technical questions.
 - a. Issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents.
3. Assist with bid-opening, if necessary and assist Jefferson County Purchasing Department in recommended of award for contractor selection based on received construction bids.
 - a. Return bid bonds to the unsuccessful bidders.
4. 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.
5. Assist Purchasing Department with Notice of Award and Notice to Proceed.
 - a. Solicit and review bonds, insurance certificates, construction schedules.

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.

Phase 4 – Construction Phase Services

1. Conduct pre-construction conference.
 - a. Review sensitive aspects of the project (Security, Timelines, Federal Requirements during Construction, etc.)
2. Monitor and document progress for quality and cost.
 - a. Submit weekly construction progress reports to Airport to forward to FAA (required).
3. Review contractor payment requests, complete necessary quality control testing.
4. Continually update Airport on project progress and problems. Consultant to provide solutions and or alternatives during the construction phase when in the best interest of the Airport and Sponsor.
5. Prepare changes orders and submit to Purchasing to formally execute in Commissioner's Court.
 - a. Change orders are only enforceable after approval and execution by Commissioners Court.
 - a. Conduct and document periodic wage rate interviews as necessary to conform to 2 CFR 200 and 29 CFR Part 5.
6. Conduct final project inspection and recommend release of retainage.
7. Prepare and deliver as-built construction plans (hard copy and electronic) to Airport and County Engineer's Office.
8. Prepare project closeout report for submittal to FAA.

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 trail.

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 of 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.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 12141 Wickchester, Ste 200 Houston TX 77079	
POLICY NUMBER P-630-1G052988-COF-21			
CARRIER Charter Oak Fire Insurance Company (A++XV)	NAIC CODE 25615	EFFECTIVE DATE: 7/1/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: FOR INFORMATION ONLY - Houston

ADDRESS:

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability per Blanket Endorsement CGD414 and Primary & Non-contributory basis by Blanket Endorsement CGD037 Includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430306 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal and Material Change per Blanket Endorsement ILT804 on the General Liability and ILT354(03/98) on the Automobile.

Notice of Cancel / Non-renewal will be sent per Work Comp Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

***(Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-COF-21 shown above with a limit of \$500,000.

Work within railroad is covered on General Liability by endorsement CG D3 79.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.

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 (34 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) Sub-consultants and DBE
 - 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.

AS OF 1/3/2022.
[Signature]

DUNS Unique Entity ID 079742561	SAM Unique Entity ID JCT7GTYVJ4M1	CAGE / NCAGE 7P8D3
Purpose of Registration All Awards	Registration Status Active	Expiration Date Mar 27, 2022
Physical Address 12141 Wickchester LN STE 640 Houston, Texas 77079-1238 United States	Mailing Address 12141 Wickchester Lane STE 640 Houston, Texas 77079-1238 United States	

Business Information

Doing Business as (blank)	Division Name Garver, Llc	Division Number (blank)
Congressional District Texas 02	State / Country of Incorporation Texas / United States	URL www.garverusa.com

Registration Dates

Activation Date Sep 28, 2020	Submission Date Sep 28, 2020	Initial Registration Date Jul 1, 2016
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Entity Dates

Entity Start Date Nov 29, 2010	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (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 Other	Entity Type Business or Organization	Organization Factors Limited Liability Company
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 No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 7P8D3

Points of Contact

Electronic Business

Ⓡ Wallace Smith, Vice President	4701 Northshore Drive North Little Rock, Arkansas 72118 United States
John Watkins, Vice President	4701 Northshore Drive North Little Rock, Arkansas 72118 United States

Government Business

Ⓡ Wallace Smith, Vice President	4701 Northshore Drive North Little Rock, Arkansas 72118 United States
John Watkins, Vice President	4701 Northshore Drive North Little Rock, Arkansas 72118 United States

Past Performance

Ⓡ Wallace Smith, Vice President	4701 Northshore Drive North Little Rock, Arkansas 72118 United States
John Watkins, Vice President	4701 Northshore Drive North Little Rock, Arkansas 72118 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541310	Architectural Services
	541320	Landscape Architectural Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541620	Environmental Consulting Services

Disaster Response

Yes, this entity appears in the disaster response registry.

States Any	Counties	Metropolitan Statistical Areas
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- 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 25.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Section 14 (Item E), Page 11

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 firms 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.

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:
2021-777091

Date Filed:
07/12/2021

Date Acknowledged:
1/3/2022 gmlgt

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GARVER, LLC
HOUSTON, 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, Texas

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 21-040/JW
DRAINAGE IMPROVEMENTS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HOLDER, JR, JERRY	HOUSTON, TX United States	X	
SCHNIERS, BRENT	HOUSTON, TX United States	X	
GRIFFIN, MICHAEL	HOUSTON, TX United States	X	
MCILLWAIN, FRANK	HOUSTON, TX United States	X	
SOBER, JEFFREY	HOUSTON, TX United States	X	
GRAVES, MICHAEL	HOUSTON, TX United States	X	
HOSKINS, BROCK	HOUSTON, TX United States	X	

5 Check only if there is NO Interested Party.

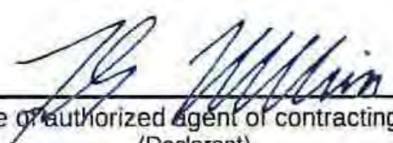
6 UNSWORN DECLARATION

My name is Frank McIllwain, and my date of birth is 04/07/1975.

My address is 12141 Wickchester, Suite 200, Houston, TX, 77079, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 12th day of July, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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 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:

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: Bill and Hillary Clinton National Airport

Address: One Airport Drive, Little Rock, AR 72202

Contact Person and Title: Thomas Sutton, AIA

Phone: 501-537-7385 Fax: 501-372-0612

Email Address: tsutton@clintonairport.com Contract Period: 2019-2020

Scope of Work: Airfield Drainage Improvements

REFERENCE TWO

Government/Company Name: Monroe Regional Airport Drainage Improvements

Address: 5400 Operations Road, Monroe, LA 71203

Contact Person and Title: Ron Phillips

Phone: 318-329-5927 Fax: 318-329-2599

Email Address: ron.phillips@ci.monroe.la.us Contract Period: 2019-2022

Scope of Work: Drainage Improvements

REFERENCE THREE

Government/Company Name: Northwest Arkansas National Airport

Address: 1 Airport Blvd., Suite 100

Contact Person and Title: Kelly Johnson, A.A.E.

Phone: 479-205-1422 Fax: 479-205-1001

Email Address: kelly.johnson@flyxna.com Contract Period: 2017-2018

Scope of Work: Taxiway B Reconstruction including drainage improvements

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:

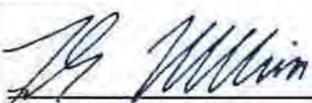
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.



Signature of Contractor's Authorized Official

Frank McIlwain, PE Vice President

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

July 23, 2021

Date

Respondent: Complete & Return this Form with Qualifications Submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

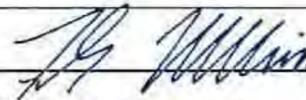
This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment 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: N/A a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: N/A a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: N/A a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: N/A Prime N/A Sub-awardee Tier _____, if Known: <p style="text-align: center;">Congressional District, if known:</p>	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: <p style="text-align: center;">N/A</p> <p style="text-align: center;">Congressional District, if known:</p>	
6. Federal Department/Agency: <p style="text-align: center;">N/A</p>	7. Federal Program Name/Description: CFDA Number, if applicable: N/A	
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): <p style="text-align: center;">N/A</p>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <p style="text-align: center;">N/A</p>	
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: Frank McIlwain, PE Title: Vice President Telephone No.: 713-491-8333 Date: July 23, 2021	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

House Bill 89 Verification

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

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

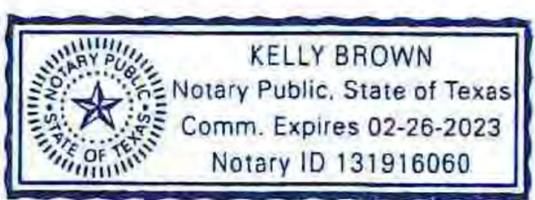
Frank McIlwain
Signature of Company Representative

7/23/2021
Date

On this 23rd day of July, 2021, personally appeared

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

Notary Seal



Kelly Brown
Notary/Signature

July 23rd, 2021
Date

Respondent: 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.

Garver, LLC

Company Name

RFQ 21-045/JW

IFB/RFP/RFQ number

Certification check performed by:

Samuel West, contract specialist

Purchasing Representative

1/3/2022

Date

Respondent: Complete & Return this Form With Response Submission.

AS OF 1/3/2022.


EXHIBIT F: PAGE F.72

DUNS Unique Entity ID 079742561	SAM Unique Entity ID JCT7GTYVJ4M1	CAGE / NCAGE 7P8D3
Purpose of Registration All Awards	Registration Status Active	Expiration Date Mar 27, 2022
Physical Address 12141 Wickchester LN STE 640 Houston, Texas 77079-1238 United States	Mailing Address 12141 Wickchester Lane STE 640 Houston, Texas 77079-1238 United States	

Business Information

Doing Business as (blank)	Division Name Garver, Llc	Division Number (blank)
Congressional District Texas 02	State / Country of Incorporation Texas / United States	URL www.garverusa.com

Registration Dates

Activation Date Sep 28, 2020	Submission Date Sep 28, 2020	Initial Registration Date Jul 1, 2016
---------------------------------	---------------------------------	--

Entity Dates

Entity Start Date Nov 29, 2010	Fiscal Year End Close Date Dec 31
-----------------------------------	--------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (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 Other	Entity Type Business or Organization	Organization Factors Limited Liability Company
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.

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.

Garver, LLC
 Firm (Entity Name)

12141 Wickchester Lane, Ste 200
 Street & Mailing Address

Houston, Texas 77079
 City, State & Zip

713-491-8333
 Telephone Number

FOMcIlwain@GarverUSA.com
 E-mail Address


 Signature

Frank McIlwain, PE
 Print Name

7/23/2021
 Date Signed

713-395-5486
 Fax Number

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.

Garver, LLC

NAME OF BUSINESS

BY:



SIGNATURE

Frank McIlwain, PE , Vice President

NAME & TITLE, TYPED OR PRINTED

12141 Wickchester Lane, Ste 200

MAILING ADDRESS

Houston, Texas 77079

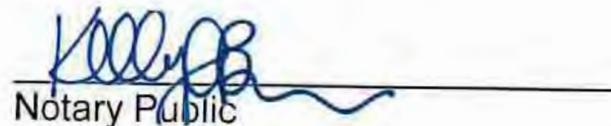
CITY, STATE, ZIP CODE

(713) 491-8333

TELEPHONE NUMBER

Sworn to and subscribed before me
this 23rd day of

July, 2021


Notary Public

State of Texas

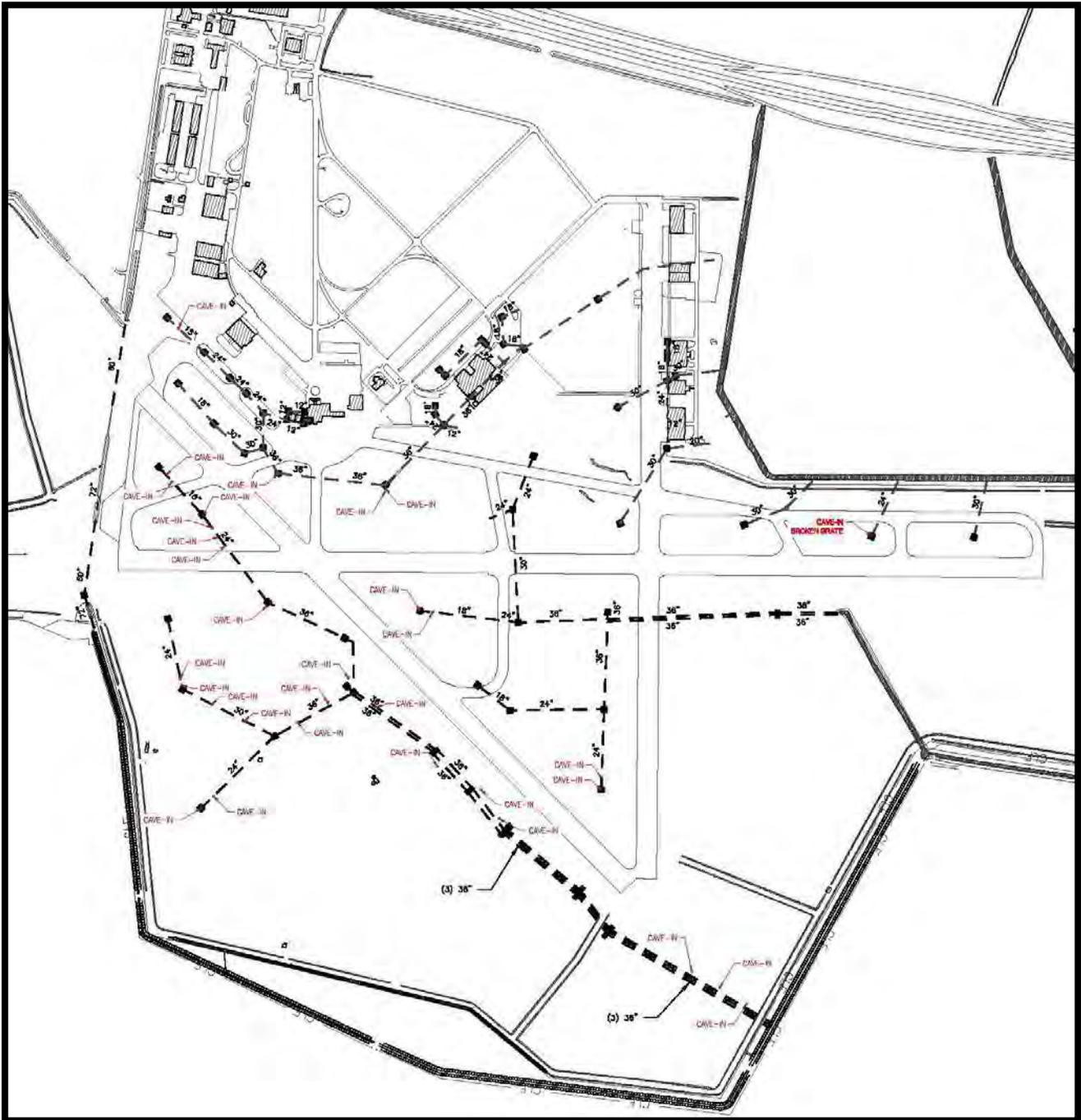
My Commission Expires: 02-26-2023



Respondent: Return this Form with Qualifications Submission.

Section 18. Exhibits

A. System Failures





JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO RFQ

RFQ Number: RFQ 21-040/JW
RFQ Title: Professional Engineering Services for Drainage Improvements 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: 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:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Respondent)

Vice President

Title of Person Signing Above

Garver, LLC

Typed Name of Business or Individual
12141 Wickchester, Suite 200
Houston, Texas 77079

Address

ADDENDUM NO. 1
(RFQ 21-040/JW)

Additional Project Information

Drainage Improvements:

Drainage has been a key issue for Southeast Texas, particularly in the past few years with historic flooding of Harvey and Imelda. This project would address drainage improvements by repairing the underground RCP where failures are evident, and re-grading the airfield surface areas.

We (County/Airport) think the underground reinforced concrete pipe was installed when the airfield was originally constructed in the late 1940s, with various improvements since then. Over time, it appears that either the RCP joints have failed or various pieces of pipe have eroded or broken. This is causing visible sinkholes in the airfield and leads to sediment building within the pipes causing blockages.

Removing the airfield trees and re-grading the airfield areas will allow water to drain away more efficiently and address areas where ponding water makes mowing difficult. The areas shaded in white below are tree areas that we have removed in the past three years. The reddish-brown and blue shaded areas are the remaining tree areas on the airfield.

The red lines are the approximate locations of the underground RCP.

Once the trees are removed and the RCP is repaired/replaced, we will then regrade the airfield to sheet flow water away from the runways.

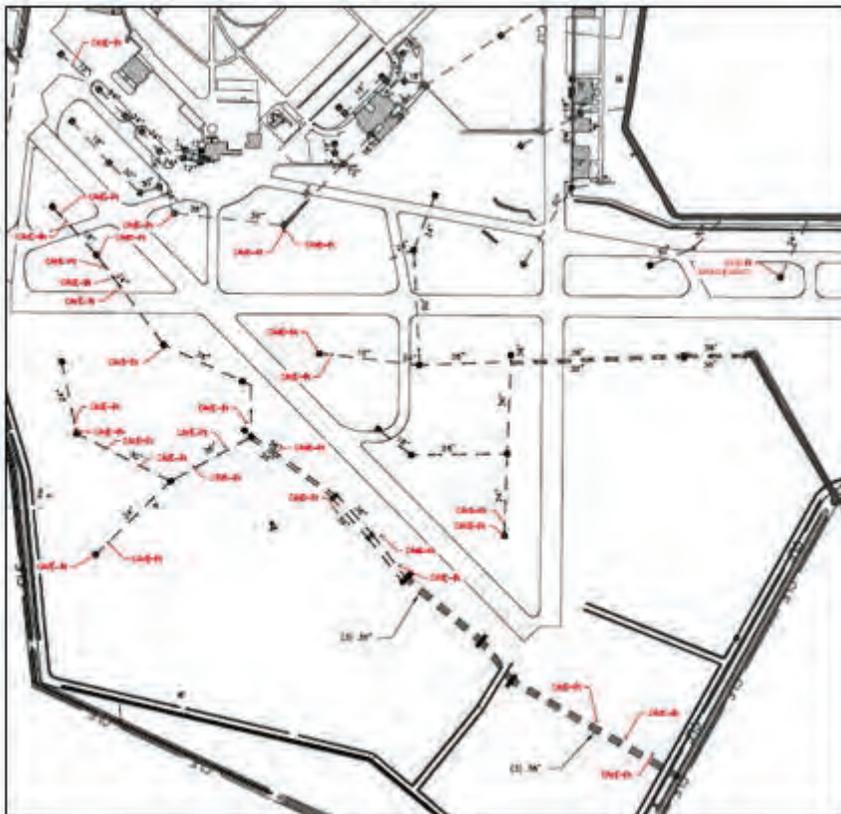


We also intend to rehab our drainage ditch that borders the western boundary of the airfield (yellow line in above picture). This ditch flows into Drainage District #7 C-10 ditch and they will be heavily involved in this project.

The picture (below) is a what a typical cross section of the ditch looks like now. It is difficult to tell from the photo, but the ditch has silted up and most of the culverts are silted in. We do not intend to alter the shape, size, or location of the ditch, only return it to the condition it was originally designed to be.



In 2007, we identified the underground pipe failure, see map below. The cave-ins are locations where we believe the underground pipe has either failed or separated. Anytime we have an airfield construction project near a known failure, we include that repair in the project.



We would also like to improve the landside drainage. Currently, the bulk of the landside water drains to the highway frontage ditch and then into the adjacent Drainage District C-11 ditch (thin blue line).

Currently there is a ditch that alleviates some of the frontage drainage (light blue, dog-legged shape). This ditch takes some water off the new entrance road and water from adjacent fields and drains into C-11.

What we would like extend the frontage ditch parallel with the highway in order to capture and re-direct more of the landside drainage and design and construct a dry detention basin (orange area) that would receive the bulk of the landside water and a portion of the airfield water. The goal is to improve the overall airfield and landside drainage especially during major weather events.



We've already been in discussions with TxDOT, City of Nederland, and the Drainage District regarding this project.

County and Drainage District engineers have been consulted on the viability of this project and all agree that with the proper engineering, these improvements would not only improve the Airport's drainage, but have the potential to alleviate pressure on the surrounding drainage system by better controlling and metering the flow of airport water into that system.



EXHIBIT G
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

[Client Name]
Project No. [?????????]

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] (“Owner”) and Garver, LLC (“Garver”), dated [Insert date] (the “Agreement”).

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

[OWNER NAME]		Garver, LLC	
By:		By:	
	<i>Signature</i>		<i>Signature</i>
Name:		Name:	
	<i>Printed Name</i>		<i>Printed Name</i>
Title:		Title:	
Date:		Date:	
Attest:		Attest:	

SAMPLE



JOC 22-003/DC

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

1/4/22

(409) 842-8181
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Greg Keller
Jefferson County
1149 Pearl
Beaumont, Texas 77701

Project: "Jefferson County Central Counting Station Renovation"

Subject: "Proposal"

Job Order Contracting

Co-Op Purchasing Agreements

Dear Mr. Kellar

Indefinite Delivery, Indefinite Quantity - IDIQ

We are pleased to submit our proposal utilizing our 20/017MR-17 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Multiple Award Construction Contracts - MACC

Proposal Recap:

Task Order Contracts TOC

- Demolition of 20Lf of wall, 2 doors and frames, 6X20 plywood ceiling, 8x20 acoustical ceiling, flooring and baseboards, and paneling.
- Close up door and cut in door at new location in count room.
- 2 new doors, frames and hardware. (1 at count room 1 replaced at storage)
- New 14 x 20 acoustical ceiling
- New gypsum board at walls including tape, float, texture, and paint.
- Modifications at HVAC in ceilings.
- Electrical includes 12- 2x4 LED light fixtures, 2- Occupancy light switches, 2- emergency wall mount frog eye fixtures, 20- duplex receptacles, 20-3/4" data drops.
- New Patcraft carpet tiles and Roppe cove base in count room.

Construction Management - Agent or At-Risk

Design Build

Government

Proposal Cost	\$	29,624.86
Bond (if applicable)	\$	740.62
Total Price	\$	30,365.48

Commercial

Exclusions:

Education

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

Industrial

We estimate approximately **thirty (30)** working days to complete upon material delivery.

Infrastructure

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8293 at your convenience to discuss this estimate.

Communications

JEFFERSON COUNTY, TEXAS

Corporate/Retail

Respectfully submitted,
Preferred Facilities Group - USA

Jeff Branick, County Judge

Assembly

Michael Waidley
Division Manager

ATTEST *Laurie Leister*
DATE 1-18-22
LAURIE LEISTER - COUNTY CLERK

cc: PFG/file
21-0204





PREFERRED
FACILITIES GROUP - USA

Preliminary Estimate, by estimates
Lester Renfrow
Preferred Facilities Group - USA
20/017MR-17 - 2018 C P 20/017MR-17 (JOC - IDIQ) - First Option - 2/26/2021 to 2/25/2022
Jefferson County Central Counting Station Renovation - 21-0204

Estimator: Lester Renfrow

Summary of tagged estimates...

Division Summary (MF04)	
01 - General Requirements	\$200.36
02 - Existing Conditions	\$972.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$1,534.30
07 - Thermal and Moisture Protection	\$429.88
08 - Openings	\$1,039.50
09 - Finishes	\$10,231.56
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$2,114.90
25 - Integrated Automation	
Totalling Components	
Priced Line Items	\$35,411.02
RSMears BEAUMONT, TX CCI 2021Q4, 94.00%	\$(2,124.65)
26 - Electrical	\$18,495.12
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	\$393.40
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$35,411.02

Material, Labor, and Equipment Totals (No Totalling Components)	
Material:	\$11,703.56
Labor:	\$23,507.10
Equipment:	\$200.36
Other:	\$0.00
Labor/ours:	260.72
Green Line Items:	\$5,426.40

Nonpriced Line Items	
2020 Choice Partners JOC - IDIQ Normal (-11.0000%)	\$(3,661.51)
Priced/Non-Priced	
Total Priced Items:	100
Total Non-Priced Items:	0
	100
	\$35,411.02
Grand Total	\$29,624.86

Preliminary Estimate, by estimates

Acoustical Ceilings

Estimator: Lester Renfrow

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	\$266.00
08 - Openings	
09 - Finishes	\$2,374.40
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	
Totalling Components	
Priced Line Items	\$2,640.40
RSMears BEAUMONT, TX CCI 2021Q4, 94.00%	\$(158.42)
26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$2,640.40

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

Material:	\$1,192.80
Labor:	\$1,447.60
Equipment:	\$0.00
Other:	\$0.00
Labourhours:	16.52
Green Line Items:2	\$817.60

Nonpriced Line Items			
2020 Choice Partners JOC - IDIQ Normal (-11.00000%)			\$(273.02)

Priced/Non-Priced			
Total Priced Items:	4	\$2,640.40	0.00%
Total Non-Priced Items:	0	\$0.00	
	4	\$2,640.40	

Estimate Grand Total **\$2,208.96**

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Acoustical Ceilings

Item	Description	UM	Quantity	Unit Cost	Total	Book
07 - Thermal and Moisture Protection						
1	07-21-16-20-0180 Blanket insulation, for walls or ceilings, kraft faced fiberglass, 6" thick, R19, 23" wide 14*20 = 280.00	S.F.	280.0000	\$0.95	\$266.00	RSM21FAC Gm, M, L, O&P
07 - Thermal and Moisture Protection Total						\$266.00
09 - Finishes						
2	09-51-53-10-0600 Ceiling tile, mineral fiber, vinyl coated, 5/8" thick 14*20 = 280.00	S.F.	280.0000	\$4.74	\$1,327.20	RSM21FAC M, L, O&P
3	09-53-23-30-0310 Ceiling suspension system, steel, 25% recycled, 15/16" T bar, 2' x 4' grid 14*20 = 280.00	S.F.	280.0000	\$1.97	\$551.60	RSM21FAC Gm, M, L, O&P
4	09-53-23-30-0310-0900 Carrier channels, for ceilings with recessed lighting fixtures, add (Modified using 09-53-23-30-0900) 14*20 = 280.00	S.F.	280.0000	\$1.77	\$495.60	RSM21FAC M, L, O&P
09 - Finishes Total						\$2,374.40
Estimate Grand Total						2,208.96

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Demolition

Division Summary (MF04)

01 - General Requirements			
02 - Existing Conditions		\$972.00	
03 - Concrete			
04 - Masonry			
05 - Metals			
06 - Wood, Plastics, and Composites		\$575.60	
07 - Thermal and Moisture Protection			
08 - Openings		\$174.00	
09 - Finishes		\$301.96	
10 - Specialties			
11 - Equipment			
12 - Furnishings			
13 - Special Construction			
14 - Conveying Equipment			
21 - Fire Suppression			
22 - Plumbing			
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			
25 - Integrated Automation			
Totalling Components			
Priced Line Items		\$2,023.56	
RSMeans BEAUMONT, TX CCI 2021Q4, 94.00%		\$(121.41)	

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

Material:	\$850.00
Labor:	\$1,173.56
Equipment:	\$0.00
Other:	\$0.00
Laborhours:	15.95
Green Line Items:	\$0.00

26 - Electrical			
27 - Communications			
28 - Electronic Safety and Security			
31 - Earthwork			
32 - Exterior Improvements			
33 - Utilities			
34 - Transportation			
35 - Waterway and Marine Transportation			
41 - Material Processing and Handling Equipment			
44 - Pollution Control Equipment			
46 - Water and Wastewater Equipment			
48 - Electric Power Generation			
Priced O&P			
Trades			
Assemblies			
FMR			
MF04 Total (Without totalling components)		\$2,023.56	
Nonpriced Line Items			
2020 Choice Partners JOC - (DI)Q Normal (-11.0000%)			\$(209.24)

Priced/Non-Priced

Total Priced Items:	8	\$2,023.56	0.00%
Total Non-Priced Items:	8	\$2,023.56	

Estimate Grand Total **\$1,692.91**

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Item	Description	UM	Quantity	Unit Cost	Total	Book
02 - Existing Conditions						
1	02-41-19-19-0840 Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weeklyWeek rental, includes one dump per week, cost to be added to demolition cost		1.0000	\$850.00	\$850.00	RSM21FAC M, O&P P
2	02-41-19-19-2005 Selective demolition, rubbish handling, 0'-50' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	4.0000	\$30.50	\$122.00	RSM21FAC L, O&P P
02 - Existing Conditions Total						
\$972.00						
06 - Wood, Plastics, and Composites						
3	06-05-05-10-6720 Selective demolition, wood framing, wall framing, 2" x 4", includes studs, plates and blocking 10*20 = 200.00	S.F.	200.0000	\$0.94	\$188.00	RSM21FAC L, O&P P
4	06-05-05-20-2000 Selective demolition, millwork and trim, paneling, 4' x 8' sheets, 1/4" thick 68*10 = 680.00	S.F.	680.0000	\$0.57	\$387.60	RSM21FAC L, O&P P
06 - Wood, Plastics, and Composites Total						
\$575.60						
08 - Openings						
5	08-05-05-10-1500 Door demolition, interior door, hollow core, remove	Ea.	2.0000	\$87.00	\$174.00	RSM21FAC L, O&P P
08 - Openings Total						
\$174.00						
09 - Finishes						
6	09-05-05-10-1250 Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove 20*8 = 160.00	S.F.	160.0000	\$0.94	\$150.40	RSM21FAC L, O&P P
7	09-05-05-10-2400 Ceiling demolition, plywood or fiberboard, 4' x 8' sheets, remove 6*20 = 120.00	S.F.	120.0000	\$0.94	\$112.80	RSM21FAC L, O&P P
8	09-05-05-20-0850 Flooring demolition, vinyl or rubber cover base, straight section 68 = 68.00	L.F.	68.0000	\$0.57	\$38.76	RSM21FAC L, O&P P
09 - Finishes Total						
\$301.96						
Estimate Grand Total						1,692.91

Preliminary Estimate, by estimates

Drywall and Painting

Estimator: Lester Renfrow

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$163.88
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	\$3,765.48
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	
Totalling Components	\$3,929.36
Priced Line Items	\$3,929.36
RSMears BEAUMONT, TX CCI 2021Q4, 94.00%	\$(235.76)

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

Material:	\$593.54
Labor:	\$3,335.82
Equipment:	\$0.00
Other:	\$0.00
Labourhours:	41.20
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$3,929.36

Nonpriced Line Items		\$(406.30)
2020 Choice Partners JOC - IDIQ Normal (-11.0000%)		

Priced/Non-Priced

Total Priced Items:	15	\$3,929.36	0.00%
Total Non-Priced Items:	0	\$0.00	
	15	\$3,929.36	

Estimate Grand Total **\$3,287.30**

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Drywall and Painting

Item	Description	UM	Quantity	Unit Cost	Total	Book
07 - Thermal and Moisture Protection						
1	07-92-13-20-0055 Joint sealants, caulking and sealants, bulk acrylic latex, 1/4" x 1/4", in place	L.F.	68.0000	\$2.41	\$163.88	RSM21FAC M, L, O&P
	(17+17)*2 = 68.00					
					\$163.88	
07 - Thermal and Moisture Protection Total						
09 - Finishes						
2	09-01-90-92-0520 Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	68.0000	\$0.95	\$64.60	RSM21FAC M, L, O&P
	(17+17)*2 = 68.00					
3	09-01-90-94-0670 Surface preparation, interior, walls, sand, gypsum board and plaster, medium	S.F.	680.0000	\$0.27	\$183.60	RSM21FAC L, O&P
	((14+14+20+20)*10) = 680.00					
4	09-29-10-30-0350 Gypsum wallboard, on walls, standard, taped & finished (level 4 finish), 1/2" thick	S.F.	782.0000	\$1.86	\$1,454.52	RSM21FAC M, L, O&P
	((14+14+20+20)*10)*1.15 = 782.00					
5	09-29-10-30-0350-5200 Gypsum wallboard, for ceilings over 8' high, add (Modified using 09-29-10-30-5200)	S.F.	156.4000	\$0.46	\$71.94	RSM21FAC L, O&P
	((14+14+20+20)*2)*1.15 = 156.40					
6	09-29-10-30-0350-5270 Gypsum wallboard, for textured spray, add (Modified using 09-29-10-30-5270)	S.F.	782.0000	\$0.88	\$688.16	RSM21FAC M, L, O&P
	((14+14+20+20)*10)*1.15 = 782.00					
7	09-29-10-30-0350-5350 Gypsum wallboard, for finishing corners, inside, add (Modified using 09-29-10-30-5350)	L.F.	40.0000	\$1.58	\$63.20	RSM21FAC M, L, O&P
	4*10 = 40.00					
8	09-91-23-72-0290 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, sand finish, cut-in brushwork inside corners and doors	L.F.	79.1000	\$0.62	\$49.04	RSM21FAC M, L, O&P
	(4*10)+(17+17)*1.15 = 79.10					
9	09-91-23-72-0290-8400 Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400)	S.F.	79.1000	\$0.04	\$3.16	RSM21FAC L, O&P
	(4*10)+(17+17)*1.15 = 79.10					
10	09-91-23-72-0340 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, sand finish, roller	S.F.	782.0000	\$0.58	\$453.56	RSM21FAC M, L, O&P
	((14+14+20+20)*10)*1.15 = 782.00					
11	09-91-23-72-0340-8400 Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400)	S.F.	782.0000	\$0.03	\$23.46	RSM21FAC L, O&P
	((14+14+20+20)*10)*1.15 = 782.00					
12	09-91-23-72-0890 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, sand finish, cut-in by brushwork inside corners and door frames	L.F.	79.1000	\$1.01	\$79.89	RSM21FAC M, L, O&P

Preliminary Estimate, by estimates

Drywall and Painting

Estimator: Lester Renfrow

09 - Finishes							
Item	Description	UM	Quantity	Unit Cost	Total	Book	
	$(4*10)+(17+17)*1.15 = 79.10$						
13	09-91-23-72-0890-8400 Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) inside corners and door frames	S.F.	79.1000	\$0.06	\$4.75	RSM21FAC L, O&P	P
14	09-91-23-72-0940 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, sand finish, roller $((14+14+20+20)*10)*1.15 = 782.00$	S.F.	782.0000	\$0.76	\$594.32	RSM21FAC M, L, O&P	P
15	09-91-23-72-0940-8400 Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) $((14+14+20+20)*10)*1.15 = 782.00$	S.F.	782.0000	\$0.04	\$31.28	RSM21FAC L, O&P	P

09 - Finishes Total

\$3,765.48

Estimate Grand Total

3,287.30

Preliminary Estimate, by estimates

E - 3/4 Data Stubs

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$3,251.20
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	
Totalling Components	
Priced Line Items	\$3,251.20
RSMearns BEAUMONT, TX CCI 2021Q4, 94.00%	\$(195.07)
26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$3,251.20

Nonpriced Line Items	
2020 Choice Partners JOC - IDIQ Normal (-11.0000%)	\$(936.17)
Priced/Non-Priced	
Total Priced Items:	8
Total Non-Priced Items:	0

Material:	\$364.20
Labor:	\$2,887.00
Equipment:	\$0.00
Other:	\$0.00
Laborhours:	29.66
Green Line Items:0	\$0.00

Estimate Grand Total \$2,719.96

Preliminary Estimate, by estimates

Estimator: Michael Waidley

E - 3/4 Data Stubs

Item	Description	UM	Quantity	Unit Cost	Total	Book
26 - Electrical						
1	26-05-29-20-0800 Strap, steel, 2 holes, EMT, 3/4" diameter 3/4" Data Stubs	Ea.	40.0000	\$1.96	\$78.40	RSM21FAC M, L, O&P P
2	26-05-29-20-3200 Nuts, galvanized steel, 3/4" diameter 3/4" Data Stubs	C	0.2000	\$134.00	\$26.80	RSM21FAC M, O&P P
3	26-05-33-13-5020 Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF 3/4" Data Stubs	L.F.	200.0000	\$7.10	\$1,420.00	RSM21FAC M, L, O&P P
4	26-05-33-13-5220 Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter 3/4" Data Stubs	Ea.	20.0000	\$9.80	\$196.00	RSM21FAC L, O&P P
5	26-05-33-13-5340 EMT offsets, 3/4" diameter, to 15' H 3/4" Data Stubs	Ea.	20.0000	\$12.65	\$253.00	RSM21FAC L, O&P P
6	26-05-33-13-6520 EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H 3/4" Data Stubs	Ea.	20.0000	\$8.25	\$165.00	RSM21FAC M, L, O&P P
7	26-05-33-16-0150 Outlet boxes, pressed steel, 4" square 3/4" Data Stubs Data Stubs	Ea.	20.0000	\$41.50	\$830.00	RSM21FAC M, L, O&P P
8	26-05-33-16-0300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed 3/4" Data Stubs Data Stubs	Ea.	20.0000	\$14.10	\$282.00	RSM21FAC M, L, O&P P
26 - Electrical Total					\$3,251.20	
Estimate Grand Total					2,719.96	

Preliminary Estimate, by estimates

E - Frog Eyes

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements	\$1,063.62
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	
26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$1,063.62

Totalling Components

Priced Line Items	\$1,063.62
RSMears BEAUMONT, TX CCI 2021Q4, 94.00%	\$(63.82)

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

Material:	\$386.92
Labor:	\$676.70
Equipment:	\$0.00
Other:	\$0.00
Labourhours:	6.97
Green Line Items:0	\$0.00

Nonpriced Line Items	
2020 Choice Partners JOC - IDIQ Normal (-11.0000%)	\$(109.98)

Priced/Non-Priced

Total Priced Items:	9	\$1,063.62	0.00%
Total Non-Priced Items:	0	\$0.00	
	9	\$1,063.62	

Estimate Grand Total

\$889.82

Preliminary Estimate, by estimates

Estimator: Michael Waidley

E - Frog Eyes

Item	Description	UM	Quantity	Unit Cost	Total	Book
26 - Electrical						
1	26-05-29-20-0800 Strap, steel, 2 holes, EMT, 3/4" diameter Emergency Lighting	Ea.	4.0000	\$1.96	\$7.84	RSM21FAC M, L, O&P
2	26-05-29-20-3200 Nuts, galvanized steel, 3/4" diameter Emergency Lighting	C	0.0200	\$134.00	\$2.68	RSM21FAC M, O&P
3	26-05-33-13-5020 Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF Emergency Lighting	L.F.	20.0000	\$7.10	\$142.00	RSM21FAC M, L, O&P
4	26-05-33-13-5220 Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter Emergency Lighting	Ea.	2.0000	\$9.80	\$19.60	RSM21FAC L, O&P
5	26-05-33-13-5340 EMT offsets, 3/4" diameter, to 15' H Emergency Lighting	Ea.	2.0000	\$12.65	\$25.30	RSM21FAC L, O&P
6	26-05-33-13-6520 EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H Emergency Lighting	Ea.	2.0000	\$8.25	\$16.50	RSM21FAC M, L, O&P
7	26-05-33-16-0150 Outlet boxes, pressed steel, 4" square Emergency Lighting	Ea.	2.0000	\$41.50	\$83.00	RSM21FAC M, L, O&P
8	26-05-33-16-0250 Outlet boxes, pressed steel, covers, blank, 4" square Emergency Lighting	Ea.	2.0000	\$13.35	\$26.70	RSM21FAC M, L, O&P
9	26-52-13-16-0270 Combination emergency light units and exit sign, ceiling or wall mount Emergency Lighting	Ea.	2.0000	\$370.00	\$740.00	RSM21FAC M, L, O&P
26 - Electrical Total						\$1,063.62
Estimate Grand Total						889.82

Preliminary Estimate, by estimates

E - LED Light Fixtures

Estimator: Michael Waidley

Division Summary (MF04)

01 - General Requirements		
02 - Existing Conditions		
03 - Concrete		
04 - Masonry		
05 - Metals		
06 - Wood, Plastics, and Composites		
07 - Thermal and Moisture Protection		
08 - Openings		
09 - Finishes		
10 - Specialties		
11 - Equipment		
12 - Furnishings		
13 - Special Construction		
14 - Conveying Equipment		
21 - Fire Suppression		
22 - Plumbing		
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		
25 - Integrated Automation		
Totalling Components		
Priced Line Items	\$6,383.60	
RSMeans BEAUMONT, TX CCI 2021Q4, 94.00%	\$(383.02)	
26 - Electrical		\$6,383.60
27 - Communications		
28 - Electronic Safety and Security		
31 - Earthwork		
32 - Exterior Improvements		
33 - Utilities		
34 - Transportation		
35 - Waterway and Marine Transportation		
41 - Material Processing and Handling Equipment		
44 - Pollution Control Equipment		
46 - Water and Wastewater Equipment		
48 - Electric Power Generation		
Priced O&P		
Trades		
Assemblies		
FMR		
MF04 Total (Without totalling components)		\$6,383.60

Nonpriced Line Items
 2020 Choice Partners JOC - IDIQ Normal (-11.0000%) \$ (660.06)

Priced/Non-Priced
 Total Priced Items: 7 \$6,383.60 0.00%
 Total Non-Priced Items: 0 \$0.00
 7 \$6,383.60

Material: \$3,029.42
 Labor: \$3,354.18
 Equipment: \$0.00
 Other: \$0.00
 Laborhours: 35.00
 Green Line Items: 1 \$4,500.00

Estimate Grand Total \$5,340.52

Preliminary Estimate, by estimates

Estimator: Michael Waidley

E - LED Light Fixtures

Item	Description	UM	Quantity	Unit Cost	Total	Book
26 - Electrical						
1	26-05-19-20-9050 Metal clad cable, copper, steel clad, 600 volt, 3 wire, #12 LED Light Fixtures	C.L.F.	2.5000	\$330.00	\$825.00	RSM21FAC M, L, O&P P
2	26-05-19-25-0300 Cable connectors, nonmetallic, 600 volt, #12-3 wire to #10-2 wire LED Light Fixtures 3*24 = 72.00	Ea.	72.0000	\$8.95	\$644.40	RSM21FAC M, L, O&P P
3	26-05-29-20-3200 Nuts, galvanized steel, 3/4" diameter LED Light Fixtures	C	0.2000	\$134.00	\$26.80	RSM21FAC M, O&P P
4	26-05-33-13-6520 EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H LED Light Fixtures	Ea.	20.0000	\$8.25	\$165.00	RSM21FAC M, L, O&P P
5	26-05-33-16-0150 Outlet boxes, pressed steel, 4" square LED Light Fixtures	Ea.	4.0000	\$41.50	\$166.00	RSM21FAC M, L, O&P P
6	26-05-33-16-0300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed LED Light Fixtures	Ea.	4.0000	\$14.10	\$56.40	RSM21FAC M, L, O&P P
7	26-51-13-55-1020 Interior LED fixtures, troffer, recess mounted, 6,400 lumens, 2' x 4', replaces four T8 lamp, incl lamps, mounting hardware and connections LED Light Fixtures	Ea.	12.0000	\$375.00	\$4,500.00	RSM21FAC Grn, M, L, O&P P
26 - Electrical Total						\$6,383.60

Estimate Grand Total 5,340.52

Preliminary Estimate, by estimates

E - Occupancy Light Switches

Estimator: Michael Waidley

Division Summary (MFO4)

01 - General Requirements			
02 - Existing Conditions			
03 - Concrete			
04 - Masonry			
05 - Metals			
06 - Wood, Plastics, and Composites			
07 - Thermal and Moisture Protection			
08 - Openings			
09 - Finishes			
10 - Specialties			
11 - Equipment			
12 - Furnishings			
13 - Special Construction			
14 - Conveying Equipment			
21 - Fire Suppression			
22 - Plumbing			
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			
25 - Integrated Automation			
26 - Electrical			\$715.70
27 - Communications			
28 - Electronic Safety and Security			
31 - Earthwork			
32 - Exterior Improvements			
33 - Utilities			
34 - Transportation			
35 - Waterway and Marine Transportation			
41 - Material Processing and Handling Equipment			
44 - Pollution Control Equipment			
46 - Water and Wastewater Equipment			
48 - Electric Power Generation			
Priced O&P			
Trades			
Assemblies			
FMR			
MFO4 Total (Without totaling components)			\$715.70

Totalling Components

Priced Line Items	\$715.70
RSMears BEAUMONT, TX CCI 2021Q4, 94.00%	\$(42.94)

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

Material:	\$110.26
Labor:	\$605.44
Equipment:	\$0.00
Other:	\$0.00
Laborhours:	6.22
Green Line Items:	\$0.00

Nonpriced Line Items		
2020 Choice Partners JOC - IDIQ Normal (-11.00000%)		\$(74.00)

Priced/Non-Priced

Total Priced Items:	12	\$715.70	0.00%
Total Non-Priced Items:	0	\$0.00	
	12	\$715.70	

Estimate Grand Total \$598.76

Preliminary Estimate, by estimates

Estimator: Michael Waidley

E - Occupancy Light Switches

Item	Description	UM	Quantity	Unit Cost	Total	Book
26 - Electrical						
1	26-05-19-25-0300 Cable connectors, nonmetallic, 600 volt, #12-3 wire to #10-2 wire Switches	Ea.	6.0000	\$8.95	\$53.70	RSM21FAC M, L, O&P
2	26-05-19-90-1200 Wire, copper, stranded, 600 volt, #12, type THWN-THN, normal installation conditions in wireway, conduit, cable tray Switches	C.L.F.	1.2000	\$91.00	\$109.20	RSM21FAC M, L, O&P
3	26-05-29-20-0800 Strap, steel, 2 holes, EMT, 3/4" diameter Switches	Ea.	4.0000	\$1.96	\$7.84	RSM21FAC M, L, O&P
4	26-05-29-20-3200 Nuts, galvanized steel, 3/4" diameter Switches	C	0.0400	\$134.00	\$5.36	RSM21FAC M, O&P
5	26-05-33-13-5020 Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF Switches	L.F.	40.0000	\$7.10	\$284.00	RSM21FAC M, L, O&P
6	26-05-33-13-5220 Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter Switches	Ea.	2.0000	\$9.80	\$19.60	RSM21FAC L, O&P
7	26-05-33-13-5340 EMT offsets, 3/4" diameter, to 15' H Switches	Ea.	2.0000	\$12.65	\$25.30	RSM21FAC L, O&P
8	26-05-33-13-6500 EMT boxes connectors, set screw, steel, 1/2" diameter, to 15' H Switches	Ea.	4.0000	\$7.20	\$28.80	RSM21FAC M, L, O&P
9	26-05-33-16-0150 Outlet boxes, pressed steel, 4" square Switches	Ea.	2.0000	\$41.50	\$83.00	RSM21FAC M, L, O&P
10	26-05-33-16-0300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed Switches	Ea.	2.0000	\$14.10	\$28.20	RSM21FAC M, L, O&P
11	26-27-26-10-4800 Low voltage switching, switchplates, 1 gang, 1, 2 or 3 switch, plastic Switches	Ea.	2.0000	\$15.35	\$30.70	RSM21FAC M, L, O&P
12	26-27-26-20-0200 Toggle switch, quiet type, single pole, 15 amp Switches	Ea.	2.0000	\$20.00	\$40.00	RSM21FAC M, L, O&P
26 - Electrical Total						\$715.70
Estimate Grand Total						598.76

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

E- Receptacles

Division Summary (MF04)

01 - General Requirements		\$7,081.00
02 - Existing Conditions		
03 - Concrete		
04 - Masonry		
05 - Metals		
06 - Wood, Plastics, and Composites		
07 - Thermal and Moisture Protection		
08 - Openings		
09 - Finishes		
10 - Specialties		
11 - Equipment		
12 - Furnishings		
13 - Special Construction		
14 - Conveying Equipment		
21 - Fire Suppression		
22 - Plumbing		
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		
25 - Integrated Automation		
Totalling Components		
Priced Line Items		\$7,081.00
RSMears BEAUMONT, TX CCI 2021Q4, 94.00%		\$(424.86)
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:	\$1,025.80	
Labor:	\$6,055.20	
Equipment:	\$0.00	
Other:	\$0.00	
Laborhours:	62.20	
Green Line Items:	\$0.00	

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

26 - Electrical		\$7,081.00
27 - Communications		
28 - Electronic Safety and Security		
31 - Earthwork		
32 - Exterior Improvements		
33 - Utilities		
34 - Transportation		
35 - Waterway and Marine Transportation		
41 - Material Processing and Handling Equipment		
44 - Pollution Control Equipment		
46 - Water and Wastewater Equipment		
48 - Electric Power Generation		
Priced O&P		
Trades		
Assemblies		
FMR		
MF04 Total (Without totalling components)		\$7,081.00

Nonpriced Line Items

2020 Choice Partners JOC - IDIQ Normal (-11.0000%)		\$(732.18)
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Priced/Non-Priced

Total Priced Items:	12	\$7,081.00
Total Non-Priced Items:	0	\$0.00
		0.00%
	12	\$7,081.00

Estimate Grand Total

\$5,923.96

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

E- Receptacles

Item	Description	UM	Quantity	Unit Cost	Total	Book
26 - Electrical						
1	26-05-19-25-0300 Cable connectors, nonmetallic, 600 volt, #12-3 wire to #10-2 wire Receptacles	Ea.	60.0000	\$8.95	\$537.00	RSM21FAC M, L, O&P
2	26-05-19-90-1200 Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray Receptacles	C.L.F.	12.0000	\$91.00	\$1,092.00	RSM21FAC M, L, O&P
3	26-05-29-20-0800 Strap, steel 2 holes, EMT, 3/4" diameter Receptacles	Ea.	40.0000	\$1.96	\$78.40	RSM21FAC M, L, O&P
4	26-05-29-20-3200 Nuts, galvanized steel, 3/4" diameter Receptacles	C	0.4000	\$134.00	\$53.60	RSM21FAC M, O&P
5	26-05-33-13-5020 Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF Receptacles	L.F.	400.0000	\$7.10	\$2,840.00	RSM21FAC M, L, O&P
6	26-05-33-13-5220 Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter Receptacles	Ea.	20.0000	\$9.80	\$196.00	RSM21FAC L, O&P
7	26-05-33-13-5340 EMT offsets, 3/4" diameter, to 15' H Receptacles	Ea.	20.0000	\$12.65	\$253.00	RSM21FAC L, O&P
8	26-05-33-13-6500 EMT boxes connectors, set screw, steel, 1/2" diameter, to 15' H Receptacles	Ea.	40.0000	\$7.20	\$288.00	RSM21FAC M, L, O&P
9	26-05-33-16-0150 Outlet boxes, pressed steel, 4" square Receptacles	Ea.	20.0000	\$41.50	\$830.00	RSM21FAC M, L, O&P
10	26-05-33-16-0300 Outlet boxes, pressed steel, plaster rings, 4" square, concealed Receptacles	Ea.	20.0000	\$14.10	\$282.00	RSM21FAC M, L, O&P
11	26-27-26-20-2460 Duplex receptacle, grounded, 120 volt, 15 amp Receptacles	Ea.	20.0000	\$21.00	\$420.00	RSM21FAC M, L, O&P
12	26-27-26-20-4900 Receptacle, phenolic plastic cover plate, NEMA 5 & 6 Receptacles	Ea.	20.0000	\$10.55	\$211.00	RSM21FAC M, L, O&P
26 - Electrical Total						\$7,081.00
Estimate Grand Total						5,923.96

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Flooring and Base

Item	Description	UM	Quantity	Unit Cost	Total	Book
09 - Finishes						
1	09-05-05-20-09560 Carpet tile, permanent adhesive, removal 14*20 = 280.00	S.F.	280.0000	\$0.61	\$170.80	RSM21FAC L, O&P P
2	09-05-05-20-0850 Flooring demolition, vinyl or rubber cove base, straight section 14+14+20+20 = 68.00	L.F.	68.0000	\$0.57	\$38.76	RSM21FAC L, O&P P
3	09-65-10-10-3600 Latex underlayment, cementitious for resilient flooring, 1/8" thick 14*20 = 280.00	S.F.	280.0000	\$5.45	\$1,526.00	RSM21FAC M, L, O&P P
4	09-65-13-13-1100 Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick (14+14+20+20)*1.15 = 78.20	L.F.	78.2000	\$3.79	\$296.38	RSM21FAC M, L, O&P P
5	09-68-13-10-5060 Carpet tile, tufted nylon, 42 oz., 18" x 18" or 24" x 24" (14*20)/9 = 31.11	S.Y.	31.1111	\$56.50	\$1,757.78	RSM21FAC M, L, O&P P
09 - Finishes Total						\$3,789.72

Estimate Grand Total **3,170.48**

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

HVAC

Division Summary (MF04)

01 - General Requirements	\$200.36	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	\$393.40
13 - Special Construction		Priced O&P	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$2,114.90	MF04 Total (without totaling components)	\$2,708.66
25 - Integrated Automation			

Totalling Components

Priced Line Items	\$2,708.66
RSMeans BEAUMONT, TX CCI 2021Q4, 94.00%	\$(162.52)

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

Material:	\$1,117.44
Labor:	\$1,390.86
Equipment:	\$200.36
Other:	\$0.00
Laborhours:	15.32
Green Line Items:0	\$0.00

Nonpriced Line Items	
2020 Choice Partners JOC - IDIQ Normal (-11.0000%)	\$(280.08)

Priced/Non-Priced

Total Priced Items:	11	\$2,708.66	0.00%
Total Non-Priced Items:	0	\$0.00	
	11	\$2,708.66	

Estimate Grand Total **\$2,266.06**

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

HVAC

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-40-0020-1 Hourly operating cost for rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric	Ea.	8.0000	\$3.87	\$30.96	RSM21FAC E, O&P
2	01-54-33-40-0020-2 Rent per day for rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric Ea.	Ea.	1.0000	\$169.40	\$169.40	RSM21FAC E, O&P
01 - General Requirements Total					\$200.36	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)						
3	23-31-13-19-2000 Duct accessories, fabrics for flexible connections, with metal edge 2+2 = 4.00	L.F.	4.0000	\$12.85	\$51.40	RSM21FAC M, L, O&P
4	23-31-16-19-9990 Ductwork, AC & ventilation, minimum labor/equipment charge	Job	1.0000	\$272.00	\$272.00	RSM21FAC L, O&P
5	23-31-16-19-9990-1080 Labor adjustment factor (mechanical), general, 10' to 14.5' high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only (Modified using 22-01-02-20-1080)	Job	1.0000	\$17.50	\$17.50	RSM21FAC L, O&P
6	23-33-46-10-5038 Ductwork, flexible aluminum, acoustical, fiberglass insulation 1-1/2" thick, 1/2 lb. density, UL approved, 8" diameter, pressure to 2"(W/G) NFPA-90A, with polyethylene jacket 50 = 50.00	L.F.	50.0000	\$17.00	\$850.00	RSM21FAC M, L, O&P
7	23-33-46-10-5038-1283 Flexible ducts, 10' to 15' high, add to labor for elevated installation of prefabricated (purchased) ductwork (Modified using 23-33-46-10-1283) 50 = 50.00	L.F.	50.0000	\$0.53	\$26.50	RSM21FAC L, O&P
8	23-37-13-10-1180 Diffuser, aluminum, ceiling, rectangular, 1 to 4 way blow, 24" x 24", includes opposed blade damper	Ea.	2.0000	\$445.00	\$890.00	RSM21FAC M, L, O&P
9	23-37-13-10-1180-1080 Labor adjustment factor (mechanical), general, 10' to 14.5' high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only (Modified using 22-01-02-20-1080)	Ea.	1.0000	\$7.50	\$7.50	RSM21FAC L, O&P
23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total					\$2,114.90	

Priced O&P

10	23-33-46-10-5038 Demo - Ductwork, flexible aluminum, acoustical, fiberglass insulation 1-1/2" thick, L.F. 1/2 lb. density, UL approved, 8" diameter, pressure to 2"(W/G) NFPA-90A, with polyethylene jacket Labor Adjustment: -75% of \$8.14 = \$-6.11 Using O&P Pricing Bare Costs: (M:\$8.05 L:\$5.25 E: C:180.00 LH:0.089) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$17.00 - \$8.86 - \$0.00 = \$8.14 Labor w/CCI = \$8.14 * 100.000% = \$8.14		50.0000	\$6.11	\$305.50	CUSTOM L, O&P
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Preliminary Estimate, by estimates

Estimator: Lester Renfrow **HVAC**

Priced O&P Item	Description	UM	Quantity	Unit Cost	Total	Book
11	23-37-13-10-1180 Demo - Diffuser, aluminum, ceiling, rectangular, 1 to 4 way blow, 24" x 24", Includes opposed blade damper Labor Adjustment: -75% of \$117.20 = -\$87.90	Ea.	1,0000	\$87.90	\$87.90	CUSTOM L O&P
Using O&P Pricing Bare Costs: (M:\$298.00 L:\$75.00 E: 0:7.00 LH:1.143) O&P Labor Calc = O&P Total - (Bare Material + 10.0000%) - (Bare Equipment + 10.0000%) \$445.00 - \$327.80 - \$0.00 = \$117.20 Labor w/CCI = \$117.20 * 100.0000% = \$117.20						
Priced O&P Total						\$393.40

Estimate Grand Total **2,266.06**

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Walls

Division Summary (MF04)

01 - General Requirements		
02 - Existing Conditions		
03 - Concrete		
04 - Masonry		
05 - Metals		
06 - Wood, Plastics, and Composites	\$958.70	
07 - Thermal and Moisture Protection		
08 - Openings	\$865.50	
09 - Finishes		
10 - Specialties		
11 - Equipment		
12 - Furnishings		
13 - Special Construction		
14 - Conveying Equipment		
21 - Fire Suppression		
22 - Plumbing		
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		
25 - Integrated Automation		
Totalling Components		
Priced Line Items	\$1,824.20	
RSMeans BEAUMONT, TX CCI 2021Q4, 94.00%	\$(109.45)	
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:	\$993.73	
Labor:	\$830.47	
Equipment:	\$0.00	
Other:	\$0.00	
Laborhours:	9.55	
Green Line Items:1	\$108.80	

26 - Electrical		
27 - Communications		
28 - Electronic Safety and Security		
31 - Earthwork		
32 - Exterior Improvements		
33 - Utilities		
34 - Transportation		
35 - Waterway and Marine Transportation		
41 - Material Processing and Handling Equipment		
44 - Pollution Control Equipment		
46 - Water and Wastewater Equipment		
48 - Electric Power Generation		
Priced O&P		
Trades		
Assemblies		
FMR		
MF04 Total (Without totalling components)	\$1,824.20	
Nonpriced Line Items		
2020 Choice Partners JOC - (DIQ Normal (-11.0000%))		\$(188.62)
Priced/Non-Priced		
Total Priced Items:	9	\$1,824.20
Total Non-Priced Items:	0	\$0.00
	9	\$1,824.20

Estimate Grand Total \$1,526.13

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Walls

Item	Description	UM	Quantity	Unit Cost	Total	Book
06 - Wood, Plastics, and Composites						
1	06-11-10-26-0180 Wood framing, partitions, standard & better lumber, 2" x 4" studs, 12" OC, 8' high, includes single bottom plate and double top plate, excludes waste	L.F.	8.0000	\$26.00	\$208.00	RSM21FAC M, L, O&P
2	06-11-10-26-0180-1600 Wood framing, partitions, for openings, add (Modified using 06-11-10-26-1600)	L.F.	8.0000	\$5.55	\$44.40	RSM21FAC L, O&P
3	06-11-10-40-0100 Wall framing, door buck, king studs, jack studs, header and accessories, 2" x 4" wall, 3' wide, 8' high at cut in door	Ea.	1.0000	\$54.00	\$54.00	RSM21FAC M, L, O&P
4	06-22-13-50-5910 Moldings, window & door, window trim sets, 2-1/2" wide, includes casings, header, stops, stool & apron, FJP 2 = 2.00	Opng.	2.0000	\$89.00	\$178.00	RSM21FAC M, L, O&P
5	06-25-13-10-0100 Hardboard paneling, tempered, 1/4" thick, excluding furring or trim back side demo door 32 = 32.00	S.F.	32.0000	\$3.40	\$108.80	RSM21FAC Grn, M, L, O&P
6	06-48-16-10-3020 Interior wood door frames, pine, 1 1/16" x 4-9/16" deep (7+7+3)*2 = 34.00	L.F.	34.0000	\$10.75	\$365.50	RSM21FAC M, L, O&P
06 - Wood, Plastics, and Composites Total						
						\$958.70
08 - Openings						
7	08-14-16-09-0025 Door, wood, architectural, flush, interior, hollow core, luan face, 3'-0" x 6'-8" x 1-3/8" thick 2 = 2.00	Ea.	2.0000	\$133.00	\$266.00	RSM21FAC M, L, O&P
8	08-71-20-40-0500 Door hardware, lockset, standard duty, cylindrical, with sectional trim, lever handled, keyed, single cylinder function	Ea.	2.0000	\$248.00	\$496.00	RSM21FAC M, L, O&P
9	08-71-20-90-0950 Door hardware, hinges, full mortise, high frequency, steel base, US26D, 3-1/2" x 3-1/2"	Pr.	3.0000	\$34.50	\$103.50	RSM21FAC M, O&P
08 - Openings Total						
						\$865.50
Estimate Grand Total						1,526.13

PREPARED 12/27/2021 , 11:00:20
PROGRAM FALCON
JEFFERSON COUNTY-FIXED ASSETS SYSTEM
SELECTION CRITERIA:

ASSET REGISTER
BY LOCATION

TYPE - ALL TYPE CODES
LOCATION - 70RC
STATUSES - A
CLASS - ALL CLASSES
PROJECT - ALL PROJECTS
ACQUISITION METHOD - ALL ACQUISITION METHODS
DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE
DEPARTMENT - ALL DEPARTMENTS
DIVISION - ALL DIVISIONS
ACTIVITY - ALL ACTIVITIES
PRINT MISC INFO - NO
ACQUISITION DATE - FROM EARLIEST TO LATEST
DISPOSAL DATE - FROM EARLIEST TO LATEST

PREPARED 12/27/2021 , 11:00:20
PROGRAM FA100LLOC
JEFFERSON COUNTY-FIXED ASSETS SYSTEM

ASSET REGISTER
BY LOCATION

PAGE 2

ASSET NBR	CHECK DATE	IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	DISPOSAL: DATE	VENDOR LIFE	NBR RMB	VENDOR NAME	PURCHASE COST
6075	0000	VULCAN 260L RANGE	20 70 424	N	P	STATE GRANT 4/13/1992	6075	0/00/0000	0	0	.00	2500.00
G	48049277	RANGE/STOVE	RESTITUTION CENTER NO.1			N 425168					.00	2500.00
00000000000000			000			N 00000000000000					.00	2500.00
6318	0000	MAGNETIC DOOR	20 70 424	N	P	STATE GRANT 8/10/1992	0/00/0000	0/00/0000	0	0	.00	445.00
G		ACTIVE FURNITURE AND FIXTURES	RESTITUTION CENTER NO.1			N 425778					.00	445.00
00000000000000			000			N 00000000000000					.00	445.00
6319	0000	MAGNETIC DOOR	20 70 424	N	P	STATE GRANT 8/10/1992	0/00/0000	0/00/0000	0	0	.00	445.00
G		ACTIVE FURNITURE AND FIXTURES	RESTITUTION CENTER NO.1			N 425779					.00	445.00
00000000000000			000			N 00000000000000					.00	445.00
6554	0000	IBM WHEELWRITER 10	20 70 424	N	P	STATE GRANT 2/16/1993	0/00/0000	0/00/0000	0	0	.00	750.00
G	6273	ACTIVE TYPEWRITER/WORD PROCESSOR	RESTITUTION CENTER NO.1			N 440059					.00	750.00
23720784246001			000			N 00000000000000					.00	750.00
6683	0000	MOP SINK	20 70 424	N	P	STATE GRANT 5/24/1993	0/00/0000	0/00/0000	0	0	.00	3500.00
G	11381	ACTIVE IMPROVEMENTS	RESTITUTION CENTER NO.1			N 441606					.00	3500.00
23120704246014			000			N 00000000000000					.00	3500.00
6851	0000	GENERATOR PORTABLE	5000W	N	P	STATE GRANT 9/13/1993	0/00/0000	0/00/0000	0	0	.00	1319.00
G	50890	ACTIVE GENERATOR	RESTITUTION CENTER NO.1			N 449815					.00	1319.00
23120704246018			000			N 00000000000000					.00	1319.00
6993	0000	FRYMASTER	20 70 424	N	P	STATE GRANT 10/01/1993	0/00/0000	0/00/0000	0	0	.00	979.00
G	53469	ACTIVE MISCELLANEOUS APPLIANCES	RESTITUTION CENTER NO.1			N 800228					.00	979.00

PREPARED 12/27/2021 , 11:00:20
 PROGRAM FA100LL0C
 JEFFERSON COUNTY-FIXED ASSETS SYSTEM
 ASSET REGISTER
 BY LOCATION
 PAGE 3

ASSET NBR	CHECK DATE	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	DISPOSAL:	VENDOR LIFE	NBR	RBM	LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	STATS	COST CENTER	LOCATION	DEPR CODE	TYPE	METHOD	DATE	PROJECT				YTD DEPR	SAVAGE VALUE	CAPITAL COST
COM CODE	TYPE	TYPE	DEPR EXP ACCT	ACCTM DEPR ACCT	PO NBR	METHOD	NEW/USED	PRICE					BOOK VALUE		
ASSET	CLS	SERIAL	NUMBER	FUNDING SOURCE	INVESTMENT	ACCOUNT									
G	6993	FRYMASTER													979.00
G	23120704246018														
9772	/	0000	/	UNIVEX M20 MIXER	20 70 424	N	STATE GRANT	9772	170343	0			WARREN EQUIPMENT	1868.00	
89266	/	9/04/1995		ACTIVE	RESTITUTION CENTER NO.1	P	9/04/1995	0/00/0000						1868.00	
G	23120704246018														
9874	/	0000	/	CHEFMATE MEAT SLICER	20 70 424	N	STATE GRANT	9874	110986	0			NOAH SERVICE CO.	963.78	
80349	/	3/20/1995		ACTIVE	RESTITUTION CENTER NO.1	P	3/20/1995	0/00/0000						963.78	
G	23120704246018														
15445	/	0000	/	BURLE TG652A SECURITY SYSTEM	20 70 424	N	STATE GRANT	15445	10498	0			ADDT SECURITY SYSTEMS	1089.00	
104774	/	7/22/1996		ACTIVE	RESTITUTION CENTER NO.1	P	7/22/1996	0/00/0000						1089.00	
G	23120704246018														
20458	/	0000	/	CONSTRUCTION-RESTITUTION CENTER #1	00 00 424	N	STATE GRANT	20458	0	0				31309.40	
G	23120704246018														
20666	/	0000	/	2 DRAWER FILE CABINET	20 70 424	N	STATE GRANT	20666	0	0				50.00	
G	23120704246018														
20667	/	0000	/	4 DRAWER LEGAL FILE CABINET	20 70 424	N	STATE GRANT	20667	0	0				50.00	
G	23120704246018														
20668	/	0000	/	4 DRAWER LEGAL FILE CABINET	20 70 424	N	STATE GRANT	20668	0	0				50.00	

PREPARED 12/27/2021 , 11:00:20
PROGRAM FAL0110C
JEFFERSON COUNTY-FIXED ASSETS SYSTEM

ASSET REGISTER
BY LOCATION

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK NBR / CHECK DATE	STATUS	COM CODE	ASSET CLS	SERIAL NUMBER	ACCOUNT	ASSIGNED:	COST CENTER	LOCATION	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR LIFE	PROJECT	VENDOR NBR	REM LIFE	VENDOR NAME	INS COVERAGE	SAVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE				
20668 / 4 DRAWER LEGAL FILE CABINET							20 70 424						N	P	STATE GRANT	20687	0/00/0000												150.00	150.00		150.00
G ACTIVE FILE CABINET/DRAWER							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000													150.00	150.00		150.00
23120704246018							000						N		000000000000000	20669	0/00/0000												50.00	50.00		50.00
G 20669 / 0000 / PRINTER STAND							20 70 424						N	P	STATE GRANT	20669	0/00/0000												50.00	50.00		50.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000													50.00	50.00		50.00
G 20675 / 0000 / FOLDING TABLE							20 70 424						N	P	STATE GRANT	20675	0/00/0000												150.00	150.00		150.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000													150.00	150.00		150.00
G 20680 / 0000 / BLUE STORAGE CABINET							20 70 424						N	P	STATE GRANT	20680	0/00/0000												274.00	274.00		274.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000													274.00	274.00		274.00
G 20681 / 0000 / 4 DRAWER FILE CABINET							20 70 424						N	P	STATE GRANT	20681	0/00/0000												150.00	150.00		150.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000													150.00	150.00		150.00
G 20684 / 0000 / COMPUTER WORKSTATION							20 70 424						N	P	STATE GRANT	20684	0/00/0000												200.00	200.00		200.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000													200.00	200.00		200.00
G 20687 / 0000 / FOLDING TABLE							20 70 424						N	P	STATE GRANT	20687	0/00/0000												150.00	150.00		150.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000													150.00	150.00		150.00

ASSET NBR	CHECK NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION METHOD	TAG/REF#	DISPOSAL DATE	VENDOR LIFE	REMA LIFE	VENDOR NAME	PURCHASE COST
MANUFACT COM CODE	TYPE	SERIAL NUMBER	LOCATION	CENTER			DATE			PROJECT		INS SALVAGE	LTD DEPR
ASSET ACCOUNT			ACCT	EXP ACCT			NEW/USED	PRICE				VALUE	BOOK VALUE
			FUNDING SOURCE				INVESTMENT	ACCOUNT					
20687			FOLDING TABLE	20 70 424	N	P	STATE GRANT	20688	0/00/0000	0	0		50.00
23120704246018				RESTITUTION CENTER			1/24/1997						50.00
20688			TV/VCR CART	20 70 424	N	P	STATE GRANT	20692	0/00/0000	0	0		50.00
23120704246018				RESTITUTION CENTER			1/24/1997						50.00
20692			BOOK CASE	20 70 424	N	P	STATE GRANT	20692	0/00/0000	0	0		200.00
23120704246018				RESTITUTION CENTER			1/24/1997						200.00
20697			BOOK CASES/SHELVING	20 70 424	N	P	STATE GRANT	20697	0/00/0000	0	0		50.00
23120704246018				RESTITUTION CENTER			1/24/1997						50.00
20700			FILE CABINET/DRAWER	20 70 424	N	P	STATE GRANT	20700	0/00/0000	0	0		150.00
23120704246018				RESTITUTION CENTER			1/24/1997						150.00
20701			FILE CABINET/DRAWER	20 70 424	N	P	STATE GRANT	20701	0/00/0000	0	0		150.00
23120704246018				RESTITUTION CENTER			1/24/1997						150.00
20704			ACTIVE DESKS	20 70 424	N	P	STATE GRANT	20704	0/00/0000	0	0		250.00
23120704246018				RESTITUTION CENTER			1/24/1997						250.00
20706			ACTIVE TABLES	20 70 424	N	P	STATE GRANT	20706	0/00/0000	0	0		150.00
23120704246018				RESTITUTION CENTER			1/24/1997						150.00
20706			FOLDING TABLE	20 70 424	N	P	STATE GRANT	20706	0/00/0000	0	0		150.00
23120704246018				RESTITUTION CENTER			1/24/1997						150.00
20706			ACTIVE TABLES	20 70 424	N	P	STATE GRANT	20706	0/00/0000	0	0		150.00
23120704246018				RESTITUTION CENTER			1/24/1997						150.00

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ASSET NBR	CHECK NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR LIFE	REMA LIFE	VENDOR NAME	PURCHASE COST
MANUFACT	STATUS	TYPE	COST CENTER	LOCATION	ACCUM DEPR ACCT	TYPE	METHOD	DATE	DATE	PROJECT	LIFE	INS COVERAGE	CAPITAL COST
COM CODE	TYPE	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	PO NBR	NEW/USED	PRICE	METHOD	PRICE			YTD DEPR	LTD DEPR
ASSET CUS	SERIAL NUMBER												BOOK VALUE
G	20706	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20706	0/00/0000	0	0		150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000					150.00
G	20707	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20707	0/00/0000	0	0		150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000					150.00
G	20708	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20708	0/00/0000	0	0		150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000					150.00
G	20709	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20709	0/00/0000	0	0		150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000					150.00
G	20710	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20710	0/00/0000	0	0		150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000					150.00
G	20711	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20711	0/00/0000	0	0		150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000					150.00
G	20717	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20717	0/00/0000	0	0		150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000					150.00

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK NBR	CHECK DATE	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION METHOD	TAG/REF#	DISPOSAL DATE	VENDOR LIFE	NBR REM LIFE	VENDOR NAME	PURCHASE COST
COM CODE	STATUS	TYPE	COST CENTER	LOCATION	DEPR EXP ACCT	LOCATION	DATE	PO NBR	PROJECT	YTD DEPR	INS COVERAGE	LTD DEPR
ASSET CUS SERIAL NUMBER	ASSET ACCOUNT	FUNDING SOURCE	DEPR CODE	DEPR ACCT	DEPR ACCT	INVESTMENT ACCOUNT	PRICE	METHOD	BOOK VALUE	CAPITAL COST	LTD DEPR	BOOK VALUE
20719 / 0000 / FOLDING TABLE			20 70 424	N	P	STATE GRANT	20719		0	0	.00	150.00
ACTIVE TABLES			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	150.00
G 23120704246018			000			N	000000000000000				.00	150.00
20721 / 0000 / 4 DRAWER FILE CABINET			20 70 424	N	P	STATE GRANT	20721		0	0	.00	150.00
ACTIVE FILE CABINET/DRAWER			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	150.00
G 23120704246018			000			N	000000000000000				.00	150.00
20726 / 0000 / WOOD TABLES			20 70 424	N	P	STATE GRANT	20726		0	0	.00	150.00
ACTIVE TABLES			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	150.00
G 23120704246018			000			N	000000000000000				.00	150.00
20727 / 0000 / WOOD TABLES			20 70 424	N	P	STATE GRANT	20727		0	0	.00	150.00
ACTIVE TABLES			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	150.00
G 23120704246018			000			N	000000000000000				.00	150.00
20728 / 0000 / STATIONARY CHAIR			20 70 424	N	P	STATE GRANT	20728		0	0	.00	200.00
ACTIVE CHAIR/SEATING UNIT			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	200.00
G 23120704246018			000			N	000000000000000				.00	200.00
20731 / 0000 / BLOOD PRESSURE/PULSE MONITOR			20 70 424	N	P	STATE GRANT	20731		0	0	.00	250.00
ACTIVE MISCELLANEOUS OFFICE MACH			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	250.00
G 23120704246018			000			N	000000000000000				.00	250.00
20732 / 0000 / STATIONARY CHAIR			20 70 424	N	P	STATE GRANT	20732		0	0	.00	200.00
ACTIVE CHAIR/SEATING UNIT			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	200.00
G 23120704246018			000			N	000000000000000				.00	200.00

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK NBR / CHECK DATE	ASSIGNED: COST CENTER	DEPR CODE	CAIG TYPE	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR LIFE	NBR REM LIFE	VENDOR NAME INVS SALVAGE YTD DEPR	PURCHASE COST LTD DEPR BOOK VALUE

20732	STATIONARY CHAIR	000		N	000000000000000					200.00
G	23120704246018			N	000000000000000					200.00
20733	STATIONARY CHAIR	20 70 424	N	P	STATE GRANT 20733	0/00/0000	0	0	.00	200.00
G	23120704246018	RESTITUTION CHAIR/SEATING UNIT		N	1/24/1997				.00	200.00
20741	4 DRAWER FILE CABINET	20 70 424	N	P	STATE GRANT 20741	0/00/0000	0	0	.00	150.00
G	23120704246018	ACTIVE FILE CABINET/DRAWER		N	1/24/1997				.00	150.00
20742	2 DRAWER FILE CABINET	20 70 424	N	P	STATE GRANT 20742	0/00/0000	0	0	.00	50.00
G	23120704246018	ACTIVE FILE CABINET/DRAWER		N	1/24/1997				.00	50.00
20750	4 DRAWER LEGAL FILE CABINET	20 70 424	N	P	STATE GRANT 20750	0/00/0000	0	0	.00	150.00
G	23120704246018	ACTIVE FILE CABINET/DRAWER		N	1/24/1997				.00	150.00
20751	4 DRAWER LEGAL FILE CABINET	20 70 424	N	P	STATE GRANT 20751	0/00/0000	0	0	.00	150.00
G	23120704246018	ACTIVE FILE CABINET/DRAWER		N	1/24/1997				.00	150.00
20752	4 DRAWER LEGAL FILE CABINET	20 70 424	N	P	STATE GRANT 20752	0/00/0000	0	0	.00	150.00
G	23120704246018	ACTIVE FILE CABINET/DRAWER		N	1/24/1997				.00	150.00
20753	2 DRAWER FILE CABINET	000		N	000000000000000				.00	150.00
G	23120704246018			N	000000000000000				.00	150.00

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ASSET NBR	CHECK NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR LIFE	NBR REM LIFE	VENDOR NAME	PURCHASE COST
MANUFACT	STATS	TYPE	LOCATION	COST CENTER	NO.1	NO.1	METHOD DATE	DISPOSAL:	DATE METHOD PRICE	PROJECT	YTD DEPR	INS COVERAGE VALUE	CAPITAL COST
COM CODE	ASSET CUS	SERIAL NUMBER	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	INVESTMENT ACCOUNT	NEW/USED	PRICE	ACCOUNT				LTD DEPR BOOK VALUE
G	20753	2	DRAWER FILE CABINET	20 70 424	N	P	STATE GRANT 1/24/1997	20753	0/00/0000	0	0	.00	50.00
			ACTIVE FILE CABINET/DRAWER	RESTITUTION CENTER NO.1			N	000000000000000				.00	50.00
G	23120704246018			000			STATE GRANT 1/24/1997	20758	0/00/0000	0	0	.00	274.00
			ACTIVE FILE CABINET/DRAWER	RESTITUTION CENTER NO.1			N	000000000000000				.00	274.00
G	20760			20 70 424	N	P	STATE GRANT 1/24/1997	20760	0/00/0000	0	0	.00	200.00
			ACTIVE CHAIR/SEATING UNIT	RESTITUTION CENTER NO.1			N	000000000000000				.00	200.00
G	23120704246018			000			STATE GRANT 1/24/1997	20761	0/00/0000	0	0	.00	200.00
			ACTIVE CHAIR/SEATING UNIT	RESTITUTION CENTER NO.1			N	000000000000000				.00	200.00
G	20762			20 70 424	N	P	STATE GRANT 1/24/1997	20762	0/00/0000	0	0	.00	200.00
			ACTIVE CHAIR/SEATING UNIT	RESTITUTION CENTER NO.1			N	000000000000000				.00	200.00
G	23120704246018			000			STATE GRANT 1/24/1997	20763	0/00/0000	0	0	.00	200.00
			ACTIVE CHAIR/SEATING UNIT	RESTITUTION CENTER NO.1			N	000000000000000				.00	200.00
G	20764			20 70 424	N	P	STATE GRANT 1/24/1997	20764	0/00/0000	0	0	.00	200.00
			ACTIVE CHAIR/SEATING UNIT	RESTITUTION CENTER NO.1			N	000000000000000				.00	200.00

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ASSET NBR	CHECK NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR LIFE	NBR LIFE	RBM LIFE	VENDOR NAME	INS COVERAGE	SAV/AGE VALUE	PURCHASE COST
MANUFACT	COM CODE	TYPE	STATUS	COST CENTER	LOCATION	DEPR EXP ACCT	DATE	PO NBR	DATE	METHOD	PROJECT	LIFE	YTD DEPR	DEPR	VALUE	LTD DEPR
ASSET CLS	SERIAL NUMBER	DEPR ACCT	DEPR ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	INVESTMENT ACCOUNT	PRICE	ACCOUNT	PRICE	ACCOUNT	BOOK VALUE	BOOK VALUE	BOOK VALUE	BOOK VALUE	BOOK VALUE	BOOK VALUE
20809		0000	RED DOLLY (SHED)	20 70 424		N	STATE GRANT	20809	0/00/0000		0	0			.00	75.00
			ACTIVE	RESTITUTION	CENTER	NO.1	1/24/1997								.00	75.00
G			MISCELLANEOUS ITEMS/EQUIP	000		N	0000000000000000								.00	75.00
20812		0000	6' LADDER	20 70 424		N	STATE GRANT	20812	0/00/0000		0	0			.00	200.00
			ACTIVE	RESTITUTION	CENTER	NO.1	1/24/1997								.00	200.00
G			LADDERS	000		N	0000000000000000								.00	200.00
23120704246018		0000	SHARP CAROUSEL MICROWAVE	20 70 424		N	STATE GRANT	20920	0/00/0000		0	0			.00	300.00
			ACTIVE	RESTITUTION	CENTER	NO.1	1/24/1997								.00	300.00
G			MISCELLANEOUS APPLIANCES	000		N	0000000000000000								.00	300.00
23120704246018		0000	ADVANCE FLOOR BUFFER	20 70 424		N	STATE GRANT	22182	0/00/0000		0	0			.00	698.95
			ACTIVE	RESTITUTION	CENTER	NO.1	4/28/1997								.00	698.95
G			FLOOR BUFFERS/SCRUBBERS	000		N	0000000000000000								.00	698.95
23120704246018		0000	MODEL 320 STRIP CUT SHREDDER	20 70 424		N	STATE GRANT	22425	0/00/0000		0	0			.00	948.38
			ACTIVE	RESTITUTION	CENTER	NO.1	8/25/1997								.00	948.38
G			MISCELLANEOUS OFFICE MACH	000		N	0000000000000000								.00	948.38
23120704246018		0000	12' X 20' BUILDING	20 70 424		N	GENERAL OPERATING	22437	0/00/0000		0	0			.00	4020.00
			ACTIVE	RESTITUTION	CENTER	NO.1	8/25/1997								.00	4020.00
G			BUILDINGS	000		N	0000000000000000								.00	4020.00
22437		0000	SHREDDER (POWERSHRED)	20 70 424		N	GENERAL OPERATING	27756	0/00/0000		0	0			.00	844.13
			ACTIVE	RESTITUTION	CENTER	NO.1	12/09/2002								.00	844.13
G			MISCELLANEOUS OFFICE MACH	000		N	0000000000000000								.00	844.13
217470		0000	SHREDDER (POWERSHRED)	20 70 424		N	GENERAL OPERATING	27756	0/00/0000		0	0			.00	844.13
			ACTIVE	RESTITUTION	CENTER	NO.1	12/09/2002								.00	844.13
G			MISCELLANEOUS OFFICE MACH	000		N	0000000000000000								.00	844.13

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ASSET NBR	CHECK NBR	IMPROVEMENT DATE	NBR / DESCRIPTION	ASSIGNED:	COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION DATE	DISPOSAL DATE	VENDOR LIFE	NBR REM LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
G	27756		SHREDDER (POWERSHRED)	000				N	00000000000000						844.13
G	23120704246018			000				N	00000000000000						
	28683	/	WOODEN FRAME CHAIR W/ BLUE FABRIC	00	00 000	N	P	28603	1/09/2004	0/00/0000	0	0		.00	163.90
			ACTIVE CHAIR/SEATING UNIT	RESTITUTION CENTER NO.1				GENERAL OPERATING PURCHAS						.00	163.90
G	23120704246018			000				N	00000000000000					.00	163.90
	28684	/	WOODEN FRAME CHAIR W/BLUE FABRIC	20	70 424	N	P	28684	1/09/2004	0/00/0000	0	0	OFFICE DEPOT	.00	163.90
			ACTIVE CHAIR/SEATING UNIT	RESTITUTION CENTER NO.1				GENERAL OPERATING PURCHAS						.00	163.90
G	23120704246018			000				N	00000000000000					.00	163.90
	28814	/	RENOVATIONS TO RESTITUTION CENTER/11TH STREET	20	70 424	N	P	28814	9/13/2004	0/00/0000	0	0	BURT WALKER PARTNERS, LTD	.00	64474.00
			ACTIVE IMPROVEMENTS	RESTITUTION CENTER NO.1				GENERAL OPERATING PURCHAS						.00	64474.00
G	23120704246018			000				N	00000000000000					.00	64474.00
	34508	/	DELL LATITUDE E6530 PC	20	70 424	N	P	34508	7/01/2013	0/00/0000	0	0	DELL MARKETING L.P.	.00	1403.77
			ACTIVE PC - PERSONAL COMPUTERS	RESTITUTION CENTER NO.1				GENERAL OPERATING PURCHAS						.00	1403.77
G	23120704246018			000				N	00000000000000					.00	1403.77
	34517	/	BUILDING, SINGLE WIDE 16 X 54 (WOMEN'S CENTER)	20	70 424	N	P	34517	6/10/2013	0/00/0000	0	0	MODULAR SPACE CORPORATION	.00	49408.00
			ACTIVE BUILDINGS	RESTITUTION CENTER NO.1				GENERAL OPERATING PURCHAS						.00	49408.00
G	23120704246018			000				N	00000000000000					.00	49408.00
	34561	/	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	20	70 424	N	P	34561	9/02/2013	0/00/0000	0	0	DELL MARKETING L.P.	.00	1117.14
			ACTIVE PC - PERSONAL COMPUTERS	RESTITUTION CENTER NO.1				GENERAL OPERATING PURCHAS						.00	1117.14
G	23120704246018			000				N	00000000000000					.00	1117.14
	34563	/	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	000				34563					DELL MARKETING L.P.	.00	40468

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ASSET NBR	CHECK DATE	IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR NBR	REB NBR	VENDOR NAME	PURCHASE COST
MANUFACT	TYPE	SERIAL NUMBER	COST CENTER	LOCATION	NO.1	METHOD	DATE	DATE	LIFE	LIFE	INS COVERAGE	CAPITAL COST
COM CODE	TYPE		DEPR EXP ACCT	DEPR ACCT		DATE	PRICE	METHOD	PROJECT		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER		FUNDING SOURCE			NEW/USED	INVESTMENT ACCOUNT				BOOK VALUE	
34563	9/02/2013	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	34564	0/00/0000	0	0	.00	1117.14
384203	9/02/2013	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	34564	0/00/0000	0	0	.00	1117.14
23120704246018	D50N8Y1	PERSONAL COMPUTERS	000	N		056964	0/00/0000				.00	1117.14
34564	9/02/2013	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	34564	0/00/0000	0	0	.00	1117.14
384203	9/02/2013	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	34564	0/00/0000	0	0	.00	1117.14
23120704246018	D52M8Y1	PERSONAL COMPUTERS	000	N		056964	0/00/0000				.00	1117.14
34646	9/02/2013	FORD F-150 PICKUP TRUCK (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	34646	0/00/0000	0	0	.00	24031.83
384248	9/02/2013	FORD F-150 PICKUP TRUCK (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	34646	0/00/0000	0	0	.00	24031.83
23120704246018	1FTFW1CMXDKF27384	TRUCKS AND VANS	000	N		056355	0/00/0000				.00	24031.83
35995	6/12/2017	FORD E350T VAN (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	35995	0/00/0000	0	0	.00	28088.50
434645	6/12/2017	FORD E350T VAN (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	35995	0/00/0000	0	0	.00	28088.50
23120704246018	1FBZX2ZM8HKA67454	TRUCKS AND VANS	000	N		068800	0/00/0000				.00	28088.50
36213	4/02/2018	FORD TRANSIT VAN (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	36213	0/00/0000	0	0	.00	29126.50
444886	4/02/2018	FORD TRANSIT VAN (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	36213	0/00/0000	0	0	.00	29126.50
23120704246018	1FBZX2ZM3JKA32603	TRUCKS AND VANS	000	N		071904	0/00/0000				.00	29126.50
36443	6/24/2019	DELL OPTIPLEX 5060 PC	20 69 424	N	P	GENERAL OPERATING PURCHAS	36443	0/00/0000	0	0	.00	647.53
460551	6/24/2019	DELL OPTIPLEX 5060 PC	20 69 424	N	P	GENERAL OPERATING PURCHAS	36443	0/00/0000	0	0	.00	647.53
23120704246018	GMSXHV2	PERSONAL COMPUTERS	000	N		075808	0/00/0000				.00	647.53
36444	6/24/2019	DELL OPTIPLEX 5060 PC	20 69 424	N	P	GENERAL OPERATING PURCHAS	36444	0/00/0000	0	0	.00	647.53
460551	6/24/2019	DELL OPTIPLEX 5060 PC	20 69 424	N	P	GENERAL OPERATING PURCHAS	36444	0/00/0000	0	0	.00	647.53
23120704246018	GMRZHV2	PERSONAL COMPUTERS	000	N		075808	0/00/0000				.00	647.53

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PROGRAM FALLOLLC
JEFFERSON COUNTY-FIXED ASSETS SYSTEM

ASSET REGISTER
BY LOCATION

ASSET NBR	CHECK NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	COST CENTER	DEPR CODE	CAIC TYPE	ACQUISITION METHOD	TAG/REF#	DISPOSAL DATE	VENDOR LIFE	NBR REM LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	TYPE	LOCATION	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	NO.1	DATE	PRICE	PROJECT			YTD DEPR	BOOK VALUE	LTD DEPR
36444	DELL	OPTIPLX	5060 SF	PC	000	00000000000000		GENERAL OPERATING	36444	6/24/2019	40468	0	DELL MARKETING		647.53
23120704246018								075808	0/00/0000						
36446	DELL	OPTIPLX	5060 SF	PC	20 69 424	00000000000000		GENERAL OPERATING	36446	6/24/2019	40468	0	DELL MARKETING		647.53
460551	ACTIVE	PERSONAL	COMPUTERS					075808	0/00/0000						
23120704246018								075808	0/00/0000						
36447	DELL	OPTIPLX	5060 SF	PC	20 69 424	00000000000000		GENERAL OPERATING	36447	6/24/2019	40468	0	DELL MARKETING		647.53
460551	ACTIVE	PERSONAL	COMPUTERS					075808	0/00/0000						
23120704246018								075808	0/00/0000						
36449	DELL	OPTIPLX	5060 SF	PC	20 69 424	00000000000000		GENERAL OPERATING	36449	6/24/2019	40468	0	DELL MARKETING		647.53
460551	ACTIVE	PERSONAL	COMPUTERS					075808	0/00/0000						
23120704246018								075808	0/00/0000						
36453	DELL	OPTIPLX	5060 SF	PC	20 69 424	00000000000000		GENERAL OPERATING	36453	6/24/2019	40468	0	DELL MARKETING		647.53
460551	ACTIVE	PERSONAL	COMPUTERS					075808	0/00/0000						
23120704246018								075808	0/00/0000						
36454	DELL	OPTIPLX	5060 SF	PC	20 69 424	00000000000000		GENERAL OPERATING	36454	6/24/2019	40468	0	DELL MARKETING		647.53
460551	ACTIVE	PERSONAL	COMPUTERS					075808	0/00/0000						
23120704246018								075808	0/00/0000						
36455	DELL	OPTIPLX	5060 SF	PC	20 69 424	00000000000000		GENERAL OPERATING	36455	6/24/2019	40468	0	DELL MARKETING		647.53
460551	ACTIVE	PERSONAL	COMPUTERS					075808	0/00/0000						
23120704246018								075808	0/00/0000						
36461	DELL	OPTIPLX	5060 SF	PC	20 69 424	00000000000000		GENERAL OPERATING	36461	6/24/2019	40468	0	DELL MARKETING		647.53
460551	ACTIVE	PERSONAL	COMPUTERS					075808	0/00/0000						

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ASSET REGISTER
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PROGRAM FALLOUT
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SELECTION CRITERIA:

TYPE - ALL TYPE CODES

LOCATION - 70RC

STATUSES - A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM EARLIEST TO LATEST

DISPOSAL DATE - FROM EARLIEST TO LATEST

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ASSET REGISTER
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ASSET NBR	CHECK DATE	IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR LIFE	NBR RMB	VENDOR NAME	PURCHASE COST
MANUFACT	STATUS	STATS	COST CENTER	LOCATION	DEPR EXP ACCT	METHOD DATE	DATE	DATE	PROJECT	LIFE	INS COVERAGE	CAPITAL COST
COM CODE	TYPE	SERIAL NUMBER	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	PO NBR	NEW/USED	METHOD PRICE			YTD DEPR	LTD DEPR
ASSET ACCOUNT						INVESTMENT ACCOUNT					BOOK VALUE	
G	6075	0000 / VULCAN 260L RANGE	20 70 424	N	P	STATE GRANT 4/13/1992	6075	0/00/0000	0	0	.00	2500.00
		ACTIVE RANGER/STOVE	RESTITUTION CENTER NO.1			A25168					.00	2500.00
G	00000000000000		000			N	00000000000000				.00	2500.00
G	6318	0000 / MAGNETIC DOOR	20 70 424	N	P	STATE GRANT 8/10/1992		0/00/0000	0	0	.00	445.00
		ACTIVE FURNITURE AND FIXTURES	RESTITUTION CENTER NO.1			A25778					.00	445.00
G	00000000000000		000			N	00000000000000				.00	445.00
G	6319	0000 / MAGNETIC DOOR	20 70 424	N	P	STATE GRANT 8/10/1992		0/00/0000	0	0	.00	445.00
		ACTIVE FURNITURE AND FIXTURES	RESTITUTION CENTER NO.1			A25779					.00	445.00
G	00000000000000		000			N	00000000000000				.00	445.00
G	6554	0000 / IBM WHEELWRITER 10	20 70 424	N	P	STATE GRANT 2/16/1993	6554	0/00/0000	0	0	.00	750.00
		ACTIVE TYPEWRITER/WORD PROCESSOR	RESTITUTION CENTER NO.1			A40059					.00	750.00
G	23720784246001		000			N	00000000000000				.00	750.00
G	11381	0000 / MOP SINK	20 70 424	N	P	STATE GRANT 5/24/1993	70RC-6683	0/00/0000	0	0	.00	3500.00
		ACTIVE IMPROVEMENTS	RESTITUTION CENTER NO.1			A41606					.00	3500.00
G	23120704246014		000			N	00000000000000				.00	3500.00
G	6851	0000 / GENERATOR PORTABLE	5000W	N	P	STATE GRANT 9/13/1993	70RC-6851	0/00/0000	0	0	.00	1319.00
		ACTIVE GENERATOR	RESTITUTION CENTER NO.1			A49815					.00	1319.00
G	50890		000			N	00000000000000				.00	1319.00
G	23120704246018		000			N	00000000000000				.00	1319.00
G	6993	0000 / FRYMASTER	20 70 424	N	P	STATE GRANT 10/01/1993	70RC-6993	0/00/0000	0	0	.00	979.00
		ACTIVE MISCELLANEOUS APPLIANCES	RESTITUTION CENTER NO.1			B00228					.00	979.00
G	53469		000			N	00000000000000				.00	979.00
G	23120704246018		000			N	00000000000000				.00	979.00

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK NBR / CHECK DATE	STATUS	COM CODE	ASSET CLS	SERIAL NUMBER	ACCOUNT	ASSIGNED:	COST CENTER	LOCATION	DEPR EXP ACCT	DEPR ACCT	FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR LIFE	PROJECT	VENDOR NBR	REM LIFE	VENDOR NAME	INS COVERAGE	SAVAGE VALUE	PURCHASE COST	CAPITAL LTD DEPR	BOOK VALUE	
20668 / 4 DRAWER LEGAL FILE CABINET							20 70 424						N	P	STATE GRANT	20687	0/00/0000			0	0			.00		150.00		150.00
G ACTIVE FILE CABINET/DRAWER							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000							.00		150.00		150.00	
23120704246018							000						N		000000000000000	20669	0/00/0000			0	0			.00		50.00		50.00
G 20669 / 0000 / PRINTER STAND							20 70 424						N	P	STATE GRANT	20669	0/00/0000			0	0			.00		50.00		50.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000							.00		50.00		50.00	
G 20675 / 0000 / FOLDING TABLE							20 70 424						N	P	STATE GRANT	20675	0/00/0000			0	0			.00		150.00		150.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000							.00		150.00		150.00	
G 20680 / 0000 / BLUE STORAGE CABINET							20 70 424						N	P	STATE GRANT	20680	0/00/0000			0	0			.00		274.00		274.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000							.00		274.00		274.00	
G 20681 / 0000 / 4 DRAWER FILE CABINET							20 70 424						N	P	STATE GRANT	20681	0/00/0000			0	0			.00		150.00		150.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000							.00		150.00		150.00	
G 20684 / 0000 / COMPUTER WORKSTATION							20 70 424						N	P	STATE GRANT	20684	0/00/0000			0	0			.00		200.00		200.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000							.00		200.00		200.00	
G 20687 / 0000 / FOLDING TABLE							20 70 424						N	P	STATE GRANT	20687	0/00/0000			0	0			.00		150.00		150.00
G 23120704246018							RESTITUTION CENTER NO.1						N		1/24/1997	0/00/0000							.00		150.00		150.00	

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ASSET REGISTER
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ASSET NBR	CHECK NBR	IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION METHOD	TAG/REF#	DISPOSAL DATE	VENDOR LIFE	REMA LIFE	VENDOR NAME	PURCHASE COST
COM CODE	TYPE	SERIAL NUMBER	COST CENTER	LOCATION	NO.1	DATE	INVESTMENT ACCOUNT	PRICE	PROJECT	INS SALVAGE	YTD DEPR	LTD DEPR
ASSET ACCOUNT			DEPR EXP ACCT	DEPR ACCT		NEW/USED				VALUE	VALUE	BOOK VALUE
20687		FOLDING TABLE					00000000000000					
23120704246018			20 70 424		N	STATE GRANT	20688	1/24/1997	0	0	0.00	50.00
			RESTITUTION CENTER		P			0/00/0000			0.00	50.00
					N						0.00	50.00
20692		BOOK CASE					00000000000000					
23120704246018			20 70 424		N	STATE GRANT	20692	1/24/1997	0	0	0.00	200.00
			RESTITUTION CENTER		P			0/00/0000			0.00	200.00
					N						0.00	200.00
20697		FILE CABINET/DRAWER					00000000000000					
23120704246018			20 70 424		N	STATE GRANT	20697	1/24/1997	0	0	0.00	50.00
			RESTITUTION CENTER		P			0/00/0000			0.00	50.00
					N						0.00	50.00
20700		FILE CABINET/DRAWER					00000000000000					
23120704246018			20 70 424		N	STATE GRANT	20700	1/24/1997	0	0	0.00	150.00
			RESTITUTION CENTER		P			0/00/0000			0.00	150.00
					N						0.00	150.00
20701		DESK					00000000000000					
23120704246018			20 70 424		N	STATE GRANT	20701	1/24/1997	0	0	0.00	250.00
			RESTITUTION CENTER		P			0/00/0000			0.00	250.00
					N						0.00	250.00
20704		FOLDING TABLE					00000000000000					
23120704246018			20 70 424		N	STATE GRANT	20704	1/24/1997	0	0	0.00	150.00
			RESTITUTION CENTER		P			0/00/0000			0.00	150.00
					N						0.00	150.00
20706		LEGAL FILE CABINET					00000000000000					
23120704246018			20 70 424		N	STATE GRANT	20706		0	0	0.00	150.00
					P						0.00	150.00

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PROGRAM FAL00110C
JEFFERSON COUNTY-FIXED ASSETS SYSTEM

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ASSET NBR	CHECK NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR LIFE	REMA LIFE	VENDOR NAME	PURCHASE COST
MANUFACT	STATUS	TYPE	COST CENTER	LOCATION	ACCUM DEPR ACCT	TYPE	METHOD	DATE	DATE	PROJECT	LIFE	INS COVERAGE	CAPITAL COST
COM CODE	SERIAL NUMBER		LOCATION	DEPR EXP ACCT	ACCUM DEPR ACCT		PO NBR	NEW/USED	METHOD			YTD DEPR	LTD DEPR
ASSET ACCOUNT			FUNDING SOURCE				INVESTMENT	ACCOUNT	PRICE			BOOK VALUE	BOOK VALUE
G	20706	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20706	0/00/0000	0	0	.00	150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000				.00	150.00
G	20707	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20707	0/00/0000	0	0	.00	150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000				.00	150.00
G	20708	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20708	0/00/0000	0	0	.00	150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000				.00	150.00
G	20709	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20709	0/00/0000	0	0	.00	150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000				.00	150.00
G	20710	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20710	0/00/0000	0	0	.00	150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000				.00	150.00
G	20711	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20711	0/00/0000	0	0	.00	150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000				.00	150.00
G	20717	4	DRAWER LEGAL FILE CABINET	RESTITUTION CENTER NO.1	1/24/1997	0/00/0000	N	20717	0/00/0000	0	0	.00	150.00
G	23120704246018		ACTIVE FILE CABINET/DRAWER		000		N	000000000000000				.00	150.00

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK NBR	CHECK DATE	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION METHOD	TAG/REF#	DISPOSAL DATE	VENDOR LIFE	NBR REM LIFE	VENDOR NAME	PURCHASE COST
COM CODE	STATUS	TYPE	COST CENTER	LOCATION	DEPR EXP ACCT	LOCATION	DATE	NEW/USED	PROJECT	YTD DEPR	INS COVERAGE	LTD DEPR
ASSET CUS SERIAL NUMBER	ASSET ACCOUNT	FUNDING SOURCE	DEPR CODE	DEPR ACCT	INVESTMENT ACCOUNT	PRICE	ACCOUNT	PRICE	BOOK VALUE			
20719 / 0000 / FOLDING TABLE			20 70 424	N	P	STATE GRANT	20719		0	0	.00	150.00
ACTIVE TABLES			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	150.00
G 23120704246018			000	N		000000000000000					.00	150.00
20721 / 0000 / 4 DRAWER FILE CABINET			20 70 424	N	P	STATE GRANT	20721		0	0	.00	150.00
ACTIVE FILE CABINET/DRAWER			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	150.00
G 23120704246018			000	N		000000000000000					.00	150.00
20726 / 0000 / WOOD TABLES			20 70 424	N	P	STATE GRANT	20726		0	0	.00	150.00
ACTIVE TABLES			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	150.00
G 23120704246018			000	N		000000000000000					.00	150.00
20727 / 0000 / WOOD TABLES			20 70 424	N	P	STATE GRANT	20727		0	0	.00	150.00
ACTIVE TABLES			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	150.00
G 23120704246018			000	N		000000000000000					.00	150.00
20728 / 0000 / STATIONARY CHAIR			20 70 424	N	P	STATE GRANT	20728		0	0	.00	200.00
ACTIVE CHAIR/SEATING UNIT			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	200.00
G 23120704246018			000	N		000000000000000					.00	200.00
20731 / 0000 / BLOOD PRESSURE/PULSE MONITOR			20 70 424	N	P	STATE GRANT	20731		0	0	.00	250.00
ACTIVE MISCELLANEOUS OFFICE MACH			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	250.00
G 23120704246018			000	N		000000000000000					.00	250.00
20732 / 0000 / STATIONARY CHAIR			20 70 424	N	P	STATE GRANT	20732		0	0	.00	200.00
ACTIVE CHAIR/SEATING UNIT			RESTITUTION CENTER NO.1			1/24/1997	0/00/0000				.00	200.00
G 23120704246018			000	N		000000000000000					.00	200.00

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ASSET NBR	CHECK NBR	IMPROVEMENT DATE	NBR / DESCRIPTION	ASSIGNED:	COST CENTER	DEPR CODE	CALC TYPE	ACQUISITION METHOD	DATE	DISPOSAL DATE	VENDOR LIFE	NBR	RMB	LIFE	VENDOR NAME	INS COVERAGE	SAVAGE VALUE	PURCHASE COST
MANUFACT	COM CODE	TYPE	SERIAL NUMBER	LOCATION	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	TAG/REF#	INVESTMENT	PRICE	PROJECT				YTD DEPR			
20764			STATIONARY CHAIR (LOBBY)	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
G			ACTIVE CHAIR/SEATING UNIT	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
23120704246018			STATIONARY CHAIR	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
G			ACTIVE CHAIR/SEATING UNIT	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
20771			BLUE STATIONARY CHAIR	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
G			ACTIVE CHAIR/SEATING UNIT	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
23120704246018			BLUE SOFA	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				250.00
G			ACTIVE CHAIR/SEATING UNIT	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				250.00
20772			BLUE SOFA	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				250.00
G			ACTIVE CHAIR/SEATING UNIT	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				250.00
23120704246018			BLUE SOFA	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				300.00
G			ACTIVE CHAIR/SEATING UNIT	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				300.00
20773			BLUE SOFA	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				300.00
G			ACTIVE CHAIR/SEATING UNIT	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				300.00
23120704246018			ALCO SENSOR IV	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
G			ACTIVE MISCELLANEOUS OFFICE MACH	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
20782			ALCO SENSOR IV	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
G			ACTIVE MISCELLANEOUS OFFICE MACH	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
23120704246018			ALCO SENSOR IV	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
G			ACTIVE MISCELLANEOUS OFFICE MACH	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
20783			ALCO SENSOR IV	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
G			ACTIVE MISCELLANEOUS OFFICE MACH	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
23120704246018			ALCO SENSOR IV	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
G			ACTIVE MISCELLANEOUS OFFICE MACH	000	20 70 424	N	P	STATE GRANT	1/24/1997	0/00/0000	0	0	0	0				200.00
20785			SUPER SCANNER (GARRETT)	20 70 424	N	P	P	STATE GRANT	20785	0/00/0000	0	0	0	0				200.00
G			ACTIVE MISCELLANEOUS OFFICE MACH	000	20 70 424	N	P	STATE GRANT	20785	0/00/0000	0	0	0	0				200.00

PREPARED 12/27/2021 , 11:00:20

PROGRAM FAL010110C
JEFFERSON COUNTY-FIXED ASSETS SYSTEM

ASSET REGISTER
BY LOCATION

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ASSET NBR	CHECK NBR	MANUFACT	COM CODE	ASSET CLS	ASSET ACCOUNT	IMPROVEMENT NBR	STATUS	SERIAL NUMBER	DESCRIPTION	ASSIGNED:	COST CENTER	LOCATION	DEPR EXP ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION:	TAG/REF#	DISPOSAL:	VENDOR LIFE	NBR	RBM LIFE	VENDOR NAME	INS COVERAGE	SAV/VAGE VALUE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
20809									20809 / 0000 / RED DOLLY (SHED)	20 70 424							P	STATE GRANT	20809	0/00/0000	0	0			.00	.00	75.00				
G									ACTIVE MISCELLANEOUS ITEMS/EQUIP	RESTITUTION								1/24/1997							.00	.00	75.00				
23120704246018									20812 / 0000 / 6' LADDER	20 70 424							P	STATE GRANT	20812	0/00/0000	0	0			.00	.00	200.00				
G									ACTIVE LADDERS	RESTITUTION								1/24/1997							.00	.00	200.00				
23120704246018									20920 / 0000 / SHARP CAROUSEL MICROWAVE	20 70 424							P	STATE GRANT	20920	0/00/0000	0	0			.00	.00	300.00				
G									MISCELLANEOUS APPLIANCES	RESTITUTION								1/24/1997							.00	.00	300.00				
23120704246018									22182 / 0000 / ADVANCE FLOOR BUFFER	20 70 424							P	STATE GRANT	22182	0/00/0000	0	0			.00	.00	698.95				
G									ACTIVE FLOOR BUFFERS/SCRUBBERS	RESTITUTION								4/28/1997							.00	.00	698.95				
23120704246018									22425 / 0000 / MODEL 320 STRIP CUT SHREDDER	20 70 424							P	STATE GRANT	22425	0/00/0000	0	0			.00	.00	948.38				
G									ACTIVE MISCELLANEOUS OFFICE MACH	RESTITUTION								8/25/1997							.00	.00	948.38				
23120704246018									22437 / 0000 / 12' X 20' BUILDING	20 70 424							P	GENERAL OPERATING	22437	0/00/0000	0	0			.00	.00	4020.00				
G									ACTIVE BUILDINGS	RESTITUTION								8/25/1997							.00	.00	4020.00				
23120704246018									27756 / 0000 / SHREDDER (POWERSHRED)	20 70 424							P	GENERAL OPERATING	27756	0/00/0000	0	0			.00	.00	844.13				
G									ACTIVE MISCELLANEOUS OFFICE MACH	RESTITUTION								12/09/2002							.00	.00	844.13				
217470																		12/09/2002							.00	.00	844.13				
G																		16302							.00	.00	844.13				

PREPARED 12/27/2021 , 11:00:20
PROGRAM FA10DLOC
JEFFERSON COUNTY-FIXED ASSETS SYSTEM

ASSET REGISTER
BY LOCATION

ASSET NBR	CHECK NBR	IMPROVEMENT DATE	NBR / DESCRIPTION	ASSIGNED:	COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION DATE	DISPOSAL DATE	VENDOR LIFE	NBR REM LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
G	27756		SHREDDER (POWERSHRED)	000				N	000000000000000						844.13
G	23120704246018			000				N	000000000000000						
	28683	/	WOODEN FRAME CHAIR W/ BLUE FABRIC	00	00 000	N	P	28603	1/09/2004	0/00/0000	0	0			163.90
			ACTIVE CHAIR/SEATING UNIT	00	00 000	N	P	21609	1/09/2004	0/00/0000	0	0			163.90
G	23120704246018			000				N	000000000000000						163.90
	28684	/	WOODEN FRAME CHAIR W/BLUE FABRIC	20	70 424	N	P	28684	1/09/2004	0/00/0000	0	0	OFFICE DEPOT		163.90
			ACTIVE CHAIR/SEATING UNIT	20	70 424	N	P	21609	1/09/2004	0/00/0000	0	0			163.90
G	23120704246018			000				N	000000000000000						163.90
	28814	/	RENOVATIONS TO RESTITUTION CENTER/11TH STREET	20	70 424	N	P	28814	9/13/2004	0/00/0000	0	0	BURT WALKER PARTNERS, LTD		64474.00
			ACTIVE IMPROVEMENTS	20	70 424	N	P				0	0			64474.00
G	23120704246018			000				N	000000000000000						64474.00
	34508	/	DELL LATITUDE E6530 PC	20	70 424	N	P	34508	7/01/2013	0/00/0000	0	0	DELL MARKETING L.P.		1403.77
			ACTIVE PC - PERSONAL COMPUTERS	20	70 424	N	P	056473	05/10/2013	0/00/0000	0	0			1403.77
G	23120704246018			000				N	000000000000000						1403.77
	34517	/	BUILDING, SINGLE WIDE 16 X 54 (WOMEN'S CENTER)	20	70 424	N	P	34517	6/10/2013	0/00/0000	0	0	MODULAR SPACE CORPORATION		49408.00
			ACTIVE BUILDINGS	20	70 424	N	P	056408	05/10/2013	0/00/0000	0	0			49408.00
G	23120704246018			000				N	000000000000000						49408.00
	34561	/	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	20	70 424	N	P	34561	9/02/2013	0/00/0000	0	0	DELL MARKETING L.P.		1117.14
			ACTIVE PC - PERSONAL COMPUTERS	20	70 424	N	P	056964	09/02/2013	0/00/0000	0	0			1117.14
G	23120704246018			000				N	000000000000000						1117.14
	34563	/	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	000				34563			40468	0	DELL MARKETING L.P.		1117.14

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PROGRAM FA100LLOC

ASSET REGISTER BY LOCATION

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ASSET NBR	CHECK DATE	IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	DISPOSAL:	VENDOR NBR	REMA	VENDOR NAME	PURCHASE COST
MANUFACT	TYPE	STACTUS	COST CENTER	LOCATION	NO.1	METHOD	DATE	LIFE	LIFE	INS COVERAGE	CAPITAL COST
COM CODE	SERIAL NUMBER		DEPR EXP ACCT	DEPR ACCT		DATE	PRICE	PROJECT		YTD DEPR	LTD DEPR
ASSET CLS	ASSET ACCOUNT		FUNDING SOURCE	NEW/USED		INVESTMENT ACCOUNT		BOOK VALUE			
34563	9/02/2013	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	0/00/0000	0	0	.00	1117.14
384203	9/02/2013	ACTIVE	RESTITUTION CENTER			056964				.00	1117.14
G		PERSONAL COMPUTERS				N				.00	1117.14
23120704246018		D50N8Y1	000			000000000000000					
34564	9/02/2013	DELL OPTIPLEX 7010 PC (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	0/00/0000	40468	0	.00	1117.14
384203	9/02/2013	ACTIVE	RESTITUTION CENTER			056964				.00	1117.14
G		PERSONAL COMPUTERS				N				.00	1117.14
23120704246018		D52M8Y1	000			000000000000000					
34646	9/02/2013	FORD F-150 PICKUP TRUCK (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	0/00/0000	120880	0	.00	24031.83
434645	6/12/2017	ACTIVE	RESTITUTION CENTER			056355				.00	24031.83
G		TRUCKS AND VANS				N				.00	24031.83
23120704246018		1FTFW1CMXDKF27384	000			000000000000000					
35995	6/12/2017	FORD E350T VAN (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	0/00/0000	208533	0	.00	28088.50
444886	4/02/2018	ACTIVE	RESTITUTION CENTER			068800				.00	28088.50
G		TRUCKS AND VANS				N				.00	28088.50
23120704246018		1FBZX2ZM8HKA67454	000			000000000000000					
36213	4/02/2018	FORD TRANSIT VAN (WOMEN'S CENTER)	20 70 424	N	P	GENERAL OPERATING PURCHAS	0/00/0000	208533	0	.00	29126.50
444886	4/02/2018	ACTIVE	RESTITUTION CENTER			071904				.00	29126.50
G		TRUCKS AND VANS				N				.00	29126.50
23120704246018		1FBZX2ZM3JKA32603	000			000000000000000					
36443	6/24/2019	DELL OPTIPLEX 5060 SFF PC	20 69 424	N	P	GENERAL OPERATING PURCHAS	0/00/0000	40468	0	.00	647.53
460551	6/24/2019	ACTIVE	RESTITUTION CENTER			075808				.00	647.53
G		PERSONAL COMPUTERS				N				.00	647.53
23120704246018		GMSXHV2	000			000000000000000					
36444	6/24/2019	DELL OPTIPLEX 5060 SFF PC	20 69 424	N	P	GENERAL OPERATING PURCHAS	0/00/0000	40468	0	.00	647.53
460551	6/24/2019	ACTIVE	RESTITUTION CENTER			075808				.00	647.53
G		PERSONAL COMPUTERS				N				.00	647.53
23120704246018		GMRZHV2	000			000000000000000					

PREPARED 12/27/2021 , 11:00:20

ASSET REGISTER
BY LOCATION

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PROGRAM FAL001LOC
 JEFFERSON COUNTY-FIXED ASSETS SYSTEM

ASSET NBR	CHECK NBR	MANUFACT	COM CODE	ASSET CLS	ASSET ACCOUNT	IMPROVEMENT NBR	CHECK DATE	STATUS	TYPE	SERIAL NUMBER	ASSIGNED:	COST CENTER	LOCATION	DEPR EXP	ACCT	DEPR ACCT	FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION METHOD	DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	TAG/REF#	DISPOSAL DATE	METHOD	PRICE	VENDOR NBR	LIFE	RBM LIFE	VENDOR NAME	INS COVERAGE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
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PREPARED 12/27/2021 , 11:00:20
 PROGRAM FA1001LOC
 JEFFERSON COUNTY-FIXED ASSETS SYSTEM

ASSET REGISTER
 BY LOCATION

INS COVERAGE
 SALVAGE VALUE
 YTD DEPR
 PURCHASE COST
 CAPITAL COST
 LTD DEPR
 BOOK VALUE

GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00	.00	.00	.00	271,239.76
			NON-DEPRECIABLE:	94 ASSETS	.00	.00	.00	.00	271,239.76
			TOTAL:	94 ASSETS	.00	.00	.00	.00	271,239.76
			DEPRECIABLE:	0 ASSETS	.00	.00	.00	.00	0.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00	.00	.00	0.00
			TOTAL:	0 ASSETS	.00	.00	.00	.00	0.00



PREFERRED FACILITIES GROUP - USA

ATTEST *Laurie Leister*
DATE 6-18-22
LAURIE LEISTER - COUNTY CLERK



Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8181
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

December 29, 2021

Alex Rupp
Jack Brooks Airport
5000 Jerry Ware Dr.
Beaumont, TX 77705

Project: "SGS Building Roof Leak Repairs"

Subject: "SGS Building Roof Leak Repairs Proposal"

Job Order Contracting

Dear Mr. Rupp:

Co-Op Purchasing Agreements

We are pleased to submit our proposal utilizing our 20/017MR-17 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Indefinite Delivery, Indefinite Quantity - IDIQ

Proposal Recap:

- Remove all existing roof fasteners on vertical wall panels and dispose of
- Remove existing deteriorated sealant and dispose of
- Remove damaged ceiling tiles and dispose of
- Furnish and install new sheet metal roof fasteners and reinstall in locations removed (screws to be 1 size larger for proper install)
- Furnish and install new pipe boots/flexible flashing around roof penetrations and install new sealant for weather tight install
- Furnish and install new premium grade waterproof sealant to any areas of concern, all weak points, and all areas where sealant removed
- Provide touch up paint to match roof color to sealant and any areas applicable for aesthetically pleasing finish
- Furnish and install new 2 x 4 ceiling tiles where removed due to water damage
- Final clean upon completion

Multiple Award Construction Contracts - MACC

Task Order Contracts TOC

Construction Management - Agent or At-Risk

Total Price \$ 3,038.61

Design Build

Government

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages. All Electrical, Sheet Metal Work, HVAC, and Plumbing work is excluded.

Commercial

Please note that we could not determine exact roof leak location. We noted several weak points including deteriorated sealant and fasteners which PFG-USA will replace. PFG-USA has (2) trips covered in this proposal cost in the event all the necessary repairs listed have not alleviated the leak. PFG-USA does not have cost in this proposal for replacing any vertical wall panels.

Education

Industrial

We anticipate **Four (4)** days to complete work above upon material arrival.

Infrastructure

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

Communications

Respectfully submitted,
Preferred Facilities Group-USA

Corporate/Retail

Matt Ueding
Matt Ueding
Project Manager

JEFFERSON COUNTY, TEXAS
Jeff Branick
Jeff Branick, County Judge

Assembly





Preliminary Estimate, by estimates

Matt Ueding

Preferred Facilities Group - USA

20/017MR-17 - 2018 C P 20/017MR-17 (JOC - IDIQ) - First Option - 2/26/2021 to 2/25/2022

SGS Main Office Roof Leak Repairs - 21-0209

Estimator: Matt Ueding

SGS Main Office Roof Leak Repairs

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	\$2,693.06
08 - Openings	
09 - Finishes	\$128.64
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	\$810.40
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$3,632.10

Totalling Components

Priced Line Items	\$3,632.10
RSMean BEAUMONT, TX CCI 2021Q4, 94.00%	\$(217.93)

2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$(375.56)
Nonpriced Line Items	

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

Priced/Non-Priced

Material:	\$1,251.78
Labor:	\$2,380.31
Equipment:	\$0.00
Other:	\$0.01
Laborhours:	34.04
Green Line Items:0	\$0.00

Total Priced Items:	5	\$3,632.10	
Total Non-Priced Items:	0	\$0.00	0.00%
	5	\$3,632.10	

Grand Total \$3,038.61

Preliminary Estimate, by estimates

Estimator: Matt Ueding

SGS Main Office Roof Leak Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
07 - Thermal and Moisture Protection						
1	07-42-13-20-3400 Aluminum siding, screw fasteners, aluminum, self-tapping, with neoprene washer, 1" long	M	1.0000	\$229.00	\$229.00	RSM21FAC M, O&P P
2	07-65-23-10-8200 Flexible flashing, rubber, butyl, 1/16" thick Flexible Rubber Flashing Around Roof Penetrations 100 = 100.00	S.F.	100.0000	\$7.65	\$765.00	RSM21FAC M, L, O&P P
3	07-92-13-20-3800 Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 3/4" x 3/8" Sealant around vertical metal wall panels base and top of panels Top Roof is approx 64' W x 44' L (64+44+64+44)*2*1.15 = 496.80	L.F.	496.8000	\$3.42	\$1,699.06	RSM21FAC M, L, O&P P
07 - Thermal and Moisture Protection Total						\$2,693.06
09 - Finishes						
4	09-51-23-10-1110 Suspended acoustic ceiling tiles, mineral fiber tile, lay-in, fine texture, 2' x 2' or 2' x 4', 5/8" thick 1 box =64 sq ft Remove and reinstall 3 new tiles 64 = 64.00	S.F.	64.0000	\$2.01	\$128.64	RSM21FAC M, L, O&P P
09 - Finishes Total						\$128.64
Trades						
5	CLAM Common Maintenance Laborer - 2020 RSMeans Facilities O&P Rate	Hour	16.0000	\$50.65	\$810.40	Trades L, O&P P
Trades Total						\$810.40
Estimate Grand Total						3,038.61



PREFERRED FACILITIES GROUP - USA

ATTEST *Lauree Leister*
DATE 1-18-22
LAUREE LEISTER - COUNTY CLERK

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8181
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

December 29, 2021

Alex Rupp
Jack Brooks Airport
5000 Jerry Ware Dr.
Beaumont, TX 77705

Project: "SGS Warehouse Roof Leak Repairs"

Subject: "SGS Warehouse Roof Leak Repairs Proposal"

Job Order Contracting

Dear Mr. Rupp:

Co-Op Purchasing Agreements

We are pleased to submit our proposal utilizing our 20/017MR-17 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Indefinite Delivery, Indefinite Quantity - IDIQ

Proposal Recap:

- Provide 45' articulating man lift for all necessary roof work
- Remove all existing roof fasteners and dispose of
- Remove existing deteriorated sealant and dispose of
- Remove damaged ceiling sheetrock shown in storage room and dispose of
- Furnish and install new sheet metal roof fasteners and reinstall in locations removed (screws to be 1 size larger for proper install)
- Furnish and install new pipe boots/flexible flashing around roof penetrations and install new sealant for weather tight install
- Furnish and install new premium grade waterproof sealant to roof ridge cap, all weak points, and all areas where sealant removed
- Provide touch up paint to match roof color to sealant and any areas applicable for aesthetically pleasing finish
- Patch ceiling repairs with new 5/8" fire rated sheetrock
- Tape and float sheetrock patch and paint entire storage room ceiling to make like new (SW White Ceiling Paint)
- Final clean upon completion

Multiple Award Construction Contracts - MACC

Task Order Contracts
TOC

Construction Management - Agent or At-Risk

Design Build

Government

Total Price \$ 4,181.04

Commercial

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages. All Electrical, Sheet Metal Work, HVAC, and Plumbing work is excluded.

Education

Please note that we could not determine exact roof leak location. Due to obvious signs of metal roof and fastener deterioration, we believe best course of action is to replace all fasteners and provide new flashing, sealant, and waterproofing where visibly needed. PFG-USA has not included cost for replacing roofing panels. If it is determined they will be needed, PFG-USA will discuss any scope changes with the client before proceeding.

Industrial

Infrastructure

We anticipate **Seven (7)** days to complete work above upon material arrival.

Communications

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

Corporate/Retail

Respectfully submitted,
Preferred Facilities Group-USA

JEFFERSON COUNTY, TEXAS

Assembly

Matt Ueding
Matt Ueding
Project Manager

Jeff Branick
Jeff Branick, County Judge





Preliminary Estimate, by estimates

Matt Ueding

Preferred Facilities Group - USA

20/017MR-17 - 2018 C P 20/017MR-17 (JOC - IDIQ) - First Option - 2/26/2021 to

2/25/2022

SGS Wearhouse Roof Leak Repairs - 21-0210

Estimator: Matt Ueding

SGS Wearhouse Roof Leak Repairs

Division Summary (MF04)

01 - General Requirements	\$1,269.00
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	\$1,442.60
08 - Openings	
09 - Finishes	\$1,475.66
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	\$810.40
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$4,997.66

Totalling Components

Priced Line Items	\$4,997.66
RSMeans BEAUMONT, TX CCI 2021Q4, 94.00%	\$(299.86)

2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$(516.76)
Nonpriced Line Items	

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

Material:	\$816.04
Labor:	\$3,259.82
Equipment:	\$921.80
Other:	\$0.00
Laborhours:	46.02
Green Line Items:0	\$0.00

Priced/Non-Priced

Total Priced Items:	10	\$4,997.66	
Total Non-Priced Items:	0	\$0.00	0.00%
	10	\$4,997.66	

Grand Total \$4,181.04

Preliminary Estimate, by estimates

Estimator: Matt Ueding SGS Wearhouse Roof Leak Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-40-0070-3 Rent per week for rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel Week Lift Rental For Roof Access 1 = 1.00	Ea.	1.0000	\$825.00	\$825.00	RSM21FAC E, O&P
2	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	\$222.00	\$444.00	RSM21FAC L, E, O&P
01 - General Requirements Total					\$1,269.00	
07 - Thermal and Moisture Protection						
3	07-42-13-20-3400 Aluminum siding, screw fasteners, aluminum, self-tapping, with neoprene washer, 1" long	M	1.0000	\$229.00	\$229.00	RSM21FAC M, O&P
4	07-65-23-10-4850 EPDM flashing, flexible, 90 mils, 6" diameter pipe flashing Base FLashing for (4) Roof Penetrations	Ea.	4.0000	\$64.00	\$256.00	RSM21FAC M, L, O&P
5	07-92-13-20-3800 Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 3/4" x 3/8" (40*2)+(100*2) = 280.00	L.F.	280.0000	\$3.42	\$957.60	RSM21FAC M, L, O&P
07 - Thermal and Moisture Protection Total					\$1,442.60	
09 - Finishes						
6	09-01-70-10-9000 Gypsum wallboard, repairs, minimum labor/equipment charge	Job	1.0000	\$350.00	\$350.00	RSM21FAC L, O&P
7	09-01-90-92-0520 Paint preparation, surface protection, placement & removal, masking w/paper Covering existing surfaces before painting 2*40*2 = 160.00	S.F.	160.0000	\$0.95	\$152.00	RSM21FAC M, L, O&P
8	09-91-23-72-0840 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, roller 20*40*1.15 = 920.00	S.F.	920.0000	\$0.92	\$846.40	RSM21FAC M, L, O&P
9	09-91-23-72-0890 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, sand finish, cut-in by brushwork Cutting in at Wall to Ceiling 20+40+20+40*1.15 = 126.00	L.F.	126.0000	\$1.01	\$127.26	RSM21FAC M, L, O&P
09 - Finishes Total					\$1,475.66	
Trades						
10	CLAM Common Maintenance Laborer - 2020 RSMeans Facilities O&P Rate 16 = 16.00	Hour	16.0000	\$50.65	\$810.40	Trades L, O&P

Preliminary Estimate, by estimates**Estimator: Matt Ueding****SGS Wearhouse Roof Leak Repairs**

Trades

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Trades Total					\$810.40
				Estimate Grand Total		4,181.04



Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

January 11, 2022

Jefferson County Commissioners Court
Deb Syphrett, Purchasing
1001 Pearl Street
Beaumont, TX 77701

Project: Entry Door Repairs for Jefferson County Courthouse

Re: Proposal for Architectural Services

Dear Mrs. Syphrett,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our experience with past concrete restoration, waterproofing and interior plaster repair to the Jefferson County Courthouse.

PROJECT INFORMATION:

The project, as we understand it, is the assistance with Texas Historical Commission permits, preparation of Construction Documents as needed, contractor assistance and review of contractor proposals for repairs to the main entry doors of the 1931 courthouse.

SCOPE OF WORK:

The Architect and the Architect's consultants shall perform those services described below:

1. Submit application to Texas Historical Commission for a permit to conduct the restoration and repair of the items listed above.
2. Assist County with correspondence with THC during the construction period.
3. Assist County's Maintenance Department in review of contractor proposals for the work.
4. Assist County in preparing standards for repairs required to place the existing damaged entry door back into service.

COMPENSATION:

The scope of work outlined above will be performed at an hourly rate not to exceed **Three Thousand Dollars (\$3,000.00)**, plus reimbursable expenses and distributed as follows:

- Additional Services requested by Client will be charged hourly per the fee schedule attached.
- Reimbursable expenses shall include all printing required for the project. Other expenses shall be

Architectural Proposal for
Courthouse Repairs and Restoration to Entry Doors

approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.

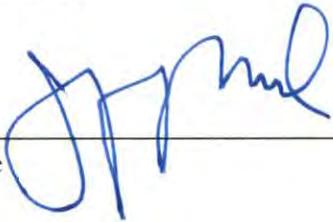
We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



Dohn H. LaBiche, FAIA

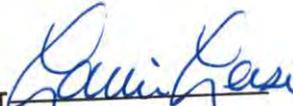
Approved By:



Name

01/18/2022

Date

ATTEST 
DATE 1-18-22
LAURIE LEISTER - COUNTY CLERK



Architectural Proposal for
 Courthouse Repairs and Restoration to Entry Doors

HOURLY RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal	200.00
Senior Project Architect	175.00
Project Architect	150.00
Intern Architect II	100.00
Draftsman	60.00
Interior Finish Consultant II	85.00
Secretarial	75.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

*Texas Board of Architectural Examiners
 P.O. Box 12337
 Austin, TX 78711-2337
 Telephone: (512) 305-9000 / Fax: (512) 305-8900*

IFB 21-004/JW
PO # 082909 219

A505



Construction Contract Change Order

Grant Recipient: Jefferson County Select: City County
 Contract No.: 7218240 Change Order No.: 3 Region: SETRPC

Contractor:

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

Engineer:

Toby Davis, PE
2615 Calder Avenue, Suite 500
Beaumont, TX 77702

Select Change Order Type(s): Change to Existing Line Items New Items Requested Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
2	Install grinder station	12	13	LS	\$5,575.00	1	\$5,575.00	-
4	Far Side Sanitary Sewer Connecti	8	9	LS	\$1,500.00	1	\$1,500.00	-
5	Abandon Existing OSSF	12	13	LS	\$250.00	1	\$250.00	-
Contract Change Sub-Total:							\$7,325.00	

New Items Requested (Items WITHOUT a unit price in the original bid)

Provide explanation below (attach separate documentation as appropriate). The Grant Recipient must demonstrate competitive pricing for new items.

During construction the Contractor demonstrated that the property at 16539 Sandell is not large enough to support a septic sprinkler system and meet TCEQ/County compliance. This change order will provide for a drip distribution septic system that will fit in the available area and also comply with state and county regulations.

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
14	Electrical subpanels		2	EA	\$963.00	2	\$1,926.00	-
Contract New Item Sub-Total:							\$1,926.00	

Justification for Change

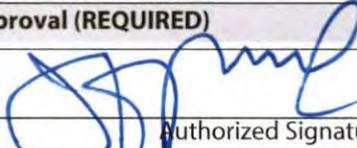
	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Change Order Summary

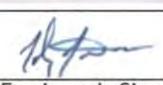
Original Contract Price:	\$117,909.25	Original Contract End Date:	
Net Previous Change Order(s):	\$18,125.00	Net change of previous Change Orders (days):	
This Net Change Order:	\$9,251.00	Increase/Decrease of this Change Order (days):	
New Contract Price:	\$145,285.25	Change Order Contract End Date	
Cumulative % Change:	23.218%		

NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase greater than 25%.

Grant Recipient Approval (REQUIRED)

	January 13, 2022
Authorized Signature	Date
Jeff R. Branick, Jefferson County Judge	
Authorized Signatory's Name and Title	

Engineer's Recommendation

	1/10/2022
Engineer's Signature	Date
Toby J. Davis, PE	
Engineer's Name	

Contractor's Authorization

Contractor's Signature	Date
Contractor's Name and Title	

To receive an email copy of the TDA response, provide contact information below

Name	Email	
		+
		-

For TDA office use only

This Net Change Order:	\$9,251.00	Increase/decrease of this Change Order (days):	
Net Change Order Approved:		Increase/decrease of this Change Order Approved:	
Approved Contract Amount:		Approved Contract Time:	

Notes:

Contract Specialist Signature	Date

Director Signature (optional)	Date

Appendix C Pricing Index (Products and Pricing)

West is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals with the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage them, for more than 140 years.

Pursuant to the RFO, West's Contract may be extended to allow non-state Texas agencies and other states and government jurisdictions (collectively referred to in this proposal as "Other Authorized Entities") to purchase under the Contract, subject to approval by DIR and West (see page 11).

Complete product and pricing details are provided in the following pages.

West CALIR Offerings Summary

Recognizing that Texas state and local agencies have diverse and unique online information research and solutions needs, West offers several options and packages, thus providing Texas state and local agencies with flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Contract provides for three (3) different pricing options:

- **Option 1—Legal Research.** This option provides Texas agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B). These options also are consistent with the core legal research options offered under the existing CCG Contract. In addition, agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Investigative Research.** This option provides access to comprehensive public records, publicly available information, and proprietary data for investigative purposes. Thomson Reuters CLEAR helps law enforcement and agencies locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that Texas agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 – 2. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative online information that are specifically tailored to the unique research needs of individual agencies and end users.

In addition, West offers other similar products that might be of interest to DIR, such as legal drafting, practical law/legal know-how, print, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management.

PRICING

West's content offerings provide Texas state and local agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality that assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

AGENCY ORDERING INSTRUCTIONS

Texas state and local agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the Contract number.

OPTION 1—LEGAL RESEARCH (PER PASSWORD)

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- **Option 1A—Texas Core Resources with News Databases**
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- | | |
|--|--|
| ▪ All Analytical Library | ▪ Texas Analytical Library |
| ▪ American Law Reports (ALR) Library | ▪ Texas Employment Practitioner Core Library |
| ▪ American Jurisprudence (AMJUR) Library | ▪ Texas Criminal Secondary Library |
| ▪ Corpus Juris Secundum (CJS) Library | ▪ Texas Family Law Core Library |
| ▪ Law Reviews and Journals Library | ▪ Texas Pleadings, Motions, and Memoranda Library |
| ▪ Municipal Practitioner Core Library | ▪ Texas Briefs Plus Library |
| ▪ Criminal Expert Resources | ▪ Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library |
| ▪ Regulations with Editorial Enhancements (formerly RegulationsPlus) | ▪ Texas Form Finder |
| ▪ PeopleMap Premier | |

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

Included Content:	<ul style="list-style-type: none"> ▪ Texas Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library 	<ul style="list-style-type: none"> ▪ Texas Jurisprudence Library ▪ Employment Regulations Suite ▪ U.S. News Library 					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-25	\$47	\$47	\$49	\$52	\$54	\$57	\$60
26-50	\$45	\$45	\$47	\$49	\$52	\$54	\$57
51-100	\$42	\$42	\$45	\$47	\$49	\$52	\$54
101-150	\$40	\$40	\$42	\$44	\$47	\$49	\$51
151-200	\$38	\$38	\$40	\$42	\$44	\$47	\$49
201 +	\$36	\$36	\$38	\$40	\$42	\$44	\$46

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

Content

Texas Primary Law—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

Texas Practice Series Library—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts* and Current Awareness services (KeyCite Alert, WestClip) *[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1B—ALL STATE AND FEDERAL RESOURCES WITH NEWS DATABASES

This option provides access to an expanded collection of primary and analytical resources, including all state and federal, as well news databases.

Included Content:	<ul style="list-style-type: none"> ▪ All Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Federal Practice and Procedure Library 	<ul style="list-style-type: none"> ▪ American Jurisprudence (AMJUR) Library ▪ Employment Regulations Suite ▪ Regulations with Editorial Enhancements ▪ U.S. News Library 					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	<i>Option Year 5</i>	<i>Option Year 6</i>
1-25	\$77	\$77	\$81	\$85	\$89	\$94	\$98
26-50	\$73	\$73	\$77	\$81	\$85	\$89	\$93
51-100	\$69	\$69	\$73	\$77	\$80	\$84	\$89
101-150	\$66	\$66	\$69	\$73	\$76	\$80	\$84
151-200	\$63	\$63	\$66	\$69	\$73	\$76	\$80
201 +	\$60	\$60	\$63	\$66	\$69	\$72	\$76

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1B.

Content

All Primary Law Library—Federal and state case law, administrative decisions, 50 state statutes (including United States Code Annotated), and administrative rules and regulations.

Texas Practice Series Library—Comprehensive reference set for Texas attorneys, covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

All Federal Practice and Procedure Library—Definitive treatise on practicing law in the federal courts.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

Regulations with Editorial Enhancements (*formerly RegulationsPlus*)—Federal regulatory research system that helps researchers stay fully informed on regulatory issues with editorial summaries of case law decisions, notification tools, version history, and citing references.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)

- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) *[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A – 1B), the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per-user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)							
Library Name	Initial Term*	Year 1	Year 2	Year 3	Year 4	Opt. Yr. 5	Opt. Yr. 6
All Analytical Library	\$19	\$19	\$20	\$21	\$22	\$23	\$24
American Law Reports (ALR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
American Jurisprudence (AMJUR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Corpus Juris Secundum (CJS) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Law Reviews and Journals Library	\$4	\$4	\$4	\$4	\$5	\$5	\$5
Municipal Practitioner Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Criminal Expert Resources	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Regulations with Editorial Enhancements	\$8	\$8	\$8	\$9	\$9	\$10	\$10
PeopleMap Premier	\$75	\$75	\$79	\$83	\$87	\$91	\$96
Texas Analytical Library	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Texas Employment Practitioner Core Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Criminal Secondary Library	\$12	\$12	\$13	\$13	\$14	\$15	\$15
Texas Family Law Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Texas Pleadings, Motions, and Memoranda Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Briefs Plus Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Form Finder	\$11	\$11	\$12	\$12	\$13	\$13	\$14

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

PACKAGE DESCRIPTION

Content

Please see following page for brief descriptions of the content available as optional add-ons to Options 1A and 1B.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options 1A – 1B.

Content Descriptions

All Analytical Library—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

American Law Reports (ALR) Library—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

Corpus Juris Secundum (CJS) Library—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Law Reviews and Journals Library—Respected law reviews, law journals, and other professional legal publications.

Municipal Practitioner Core Library—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

Criminal Expert Resources Library—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

Regulations with Editorial Enhancements (formerly RegulationsPlus)—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

PeopleMap Premier—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

Texas Analytical Library—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

Texas Employment Practitioner Core Library—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

Texas Criminal Secondary Library—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

Texas Family Law Core Library—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West’s respected secondary treatises and CLE materials.

Texas Pleadings, Motions, and Memoranda—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

Texas Briefs Plus Library—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- *Graphical Statutes.* Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- *PastStat Locator.* Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- *Legislative History.* Journals, floor debates, reports, bill drafts, testimony, Governor’s messages and votes.

Texas Form Finder—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.

OPTION 2—INVESTIGATIVE RESEARCH (PER PASSWORD)

This option provides access to Thomson Reuters CLEAR Investigations Basic for Texas law enforcement and for investigators in agencies and other state government offices. CLEAR Investigations Basic is an enhanced version of the previous CLEAR product West offered under the CCG Contract. It provides more content and augmented capabilities over its predecessors.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR provides comprehensive data sources with current and historical data, enhanced functionality, and exclusive offerings that comprise the most comprehensive investigative platform available.

Under this plan, investigators and analysts in law enforcement and other government agencies will access and search CLEAR's public records data, publicly available data, and proprietary data via the CLEAR platform (available via web browser on computer or mobile device). Additional delivery modes for CLEAR data as well as other premium features and services are available via a CLEAR custom package plan (see Option 3, Custom Packages).

Pricing and brief descriptions of the content, features and services included in Option 2 are provided on the following page.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

INVESTIGATIVE RESEARCH

OPTION 2—CLEAR INVESTIGATIONS BASIC

2. CLEAR Investigations Basic (Monthly Per User Pricing)							
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-250	\$66	\$66	\$69	\$73	\$76	\$80	\$84
251-500	\$63	\$63	\$66	\$69	\$73	\$76	\$80
501-750	\$60	\$60	\$63	\$66	\$69	\$72	\$76
751+	\$57	\$57	\$59	\$62	\$66	\$69	\$72

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Pricing Notes:

- Tier pricing will remain fixed for the duration of the year. Tiers are based on the total number of users within an individual option and do not aggregate across other options or states. Invoices will be generated at the location level.
- Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following is a brief description of the content included in Option 2.

Content

CLEAR Investigations Basic—Provides access to CLEAR’s standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. Also includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. A dashboard provides access to tools such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: TransUnion credit header gateway, Vehicles gateway, Web Analytics feature.)

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Download, email, print of included content
- ✓ Analytical and organizational tools (My Workspace)
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

OPTION 3—CUSTOM PACKAGES

Custom packages are offered in recognition that Texas state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 and 2.

These custom packages provide purchasing agencies with maximum flexibility to purchase custom packages of online legal, investigative, law enforcement, correctional, print, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users. Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Pricing is not available under this option as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West can also provide agencies with free trial access.

OTHER SIMILAR PRODUCTS OFFERED BY VENDOR

In addition to our core offerings, West offers additional products that may be of interest to DIR, such as legal drafting, practical law/legal know-how, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management. West also offers an expansive print collection, and print discounts might be available for eligible agencies. (Please note that some of our print discount plans are not packaged with online offerings.)

Please see your local West government representative for more information regarding any of these additional products.

Vendor Standard Terms and Conditions

The following terms and conditions apply to purchases made under this Contract for authorized/eligible State of Texas Department of Information Resources (hereinafter "DIR") Customers.

- **Eligibility**—Available only to authorized Texas state and local agencies as agreed upon by the terms of the Contract negotiated between the Texas Department of Information Resources ("DIR") and West Publishing Corporation ("West"). The following entities are eligible to purchase CALIR products and services under this Contract (Bid Package 4, Appendix A, Subsection 3(A), as amended by Exhibit A):

"Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West's approval, and except for telecommunications services under Chapter 2170, Texas Government Code."

Please note: West does not agree to allow entities as defined in Sections B-J of Bid Package 4, Appendix A, Subsection 3(B-J) to purchase products and services under this contract.

The rates set forth hereunder are available only to authorized state and local government personnel accessing West products for government purposes.

Pursuant to the RFO, West's contract may be extended to other non-Texas state agencies and political subdivisions of other states, subject to West's approval.

- **Agency/Purchasing Agency Locations**—Each purchasing agency location must subscribe separately (for Options 1 and 2). Access is limited to the agency's personnel at that location. Purchasing agencies with multiple locations may purchase under Option 3 (Custom Packages).
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing agency's research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency and invoice the Password Rate if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their West Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in

the then-current Schedule A Plan 2 Westlaw Government Service or Schedule A Plan 2 Westlaw PRO (Westlaw), or the then-current CLEAR Services Schedule A (CLEAR).

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this Response. Purchasing entities will receive online notification and may have the option to change plans or terminate if a material change is made.

- **CLEAR Usage**—West’s proposal allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency’s CLEAR usage exceeds this limit during any month of the proposed contract term, West may, at its option, (1) limit the purchasing agency’s access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).
- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new databases, features, services, or platforms released during the term of this contract (whether “third-party” databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Schedule A Plan 2 Westlaw Government Service (Westlaw) or CLEAR Services Schedule A (CLEAR).

If, however, any new databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the purchasing agency at no extra cost.

- **Ordering Documents**—The attached West Order Form and license agreement (General Terms and Conditions--Thomson Reuters Legal Products and Services) provide complete details regarding West’s offer. These documents will be incorporated by reference into and made part of any contract awarded to West. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Current copies of these documents are included in Appendix D.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101

- **Ordering Instructions**—Authorized purchasing agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form and any necessary credentialing documents, and attaching the applicable West Order Form with the content/pricing option selected by the purchasing agency. Note that all Order Forms must reference the State Contract number and the Option(s) selected.
- **Signature Requirements**— The applicable Order Form and any related documentation must be signed by an authorized representative. In lieu of a signed Order Form, an agency must submit a Purchase Order that contains the following incorporating clause: “This Purchase Order incorporates the attached West Order Form made pursuant to the DIR Contract No. DIR-LGL-CALIR-02.”

- **Order Processing**—Orders will be processed as follows:
 - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
 - **Option 3:** Service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed, applicable West Order Form no later than five business days prior to the end of the month preceding the start of service.

Orders received that do not follow these guidelines will not be accepted or will delay processing.

- **Survivability**—At the time of expiration or cancellation of the Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in the multi-year agreement.

SOFTWARE LICENSE AGREEMENTS AND SAMPLE ORDERING DOCUMENTS

Copies of West's software license agreements and ordering documents/forms are part of Appendix D.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC", is written over the name "Deborah Clark".

Date: January 12, 2022

Re: Transfer of Vehicles

Consider and possibly approve transfer of a 2013 Ford F150 truck VIN 1FTEW1CMXDKF27384 and a 2018 Ford 15 passenger van VIN 1FBZX2ZM3JKA32603 from the Jefferson County Women's Center to the Taylor County SATF, 1133 S. 27th St., Abilene, TX 79605.

Thank you.

Sylvia Moore

From: Donna Kountz <dkountz@co.jefferson.tx.us>
Sent: Friday, January 7, 2022 12:14 PM
To: 'Sylvia Moore'
Cc: Deb Syphrett-Clark
Subject: Women's Center Vehicles

Sylvia,

The Women's Center is closing on January 31, 2022 and in accordance with the Financial Management Manual (FMM), these vehicles were purchased with State funds and have to be offered to other residential facilities across the state. Our three vehicles will be transferred to:

Both the 2013 Ford F150 truck VIN 7384 and the 2018 Ford 15 passenger van VIN 2603 will be transferred to the Taylor County SATF, 1133 S. 27th St., Abilene, TX 79605.

The 2017 Ford 15 passenger van VIN: 7454 will be transferred to the 2nd 25th Judicial District ISF, 4024 FM 794, Gonzales, TX 78629.

I have the title to the 2013 truck in my office. Please send me the titles to the 2017 and 2018 vans at your convenience and when the titles are signed.

Thanks,
Donna Kountz, Assistant Chief
Jefferson County Adult probation



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: January 12, 2022

Re: Transfer of Vehicle

Consider and possibly approve transfer of a 2017 Ford E350 Transit Van VIN 1FBZX2ZM8HKA67454 from the Jefferson County Women's Center to the 2nd 25th Judicial District ISF, 4024 FM 794, Gonzales, TX 78629.

Thank you.

Sylvia Moore

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Cc: Deb Syphrett-Clark
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I have the title to the 2013 truck in my office. Please send me the titles to the 2017 and 2018 vans at your convenience and when the titles are signed.

Thanks,
Donna Kountz, Assistant Chief
Jefferson County Adult probation

Memo

To: Commissioner's Court
From: Jeff Ross - MIS
Date: 1/11/2022
Re: Office 365

At this time, MIS is asking of the Court to replenish the funds (\$44,720) that were set aside for MS 365 implementation and licensing for the fiscal year. At this point, I have reached out to three vendors who can provide implementation as well as ongoing service of the licenses; and also 2 vendors who would just specialize in the purchase of the license, but do not provide the implementation. I have met with purchasing with the results and Deb supports my selection of Steepmeadow for the services and the licenses. The following is an explanation of the items received with the cost of the licenses as well as the cost breakdown and the support for our selected vendor, Steepmeadow.

- Office 365 includes the following applications: Word, Excel, PowerPoint, Outlook, OneNote, and Teams – all of the applications are wrapped up in a more secure environment than we have available at this time.
- Cost Breakdown
 - License types: All are in the Government Cloud that is secured per national standards.
 - F3 – \$3.92/mo – Limited e-mail. It runs via browser. Download not available.
 - G1 – \$7.84/mo – It runs via browser. Download not available.
 - G3 – \$19.60/mo - Office 365 is available to download.
 - Note that each user may install this on 5 separate devices including Apple, Android, or Home Computers.
- Our MIS staff has selected Steepmeadow as our vendor to implement, train, and service our licenses.
- Why Steepmeadow?
 - Implantation Plan – Our staff needs the assistance of Steepmeadow with the experts both from Steepmeadow and Microsoft that they are able to bring in to the conversation.
 - Cost: \$18,000

- Initial End-User Training – This will allow each department in the County to be trained as they go live on the basic use of the Office products, email and Teams.
 - Cost: \$12,000
- Service of licenses – This is a necessary requirement to obtain licenses at a discount as well as to maintain a working relationship with Steepmeadow who will provide support from Microsoft or ongoing training.
 - Annual Cost: \$66,326, FY 2022: \$14,720
- Other Value-Added Resale Vendors
 - TAC – while the licenses are less from TAC, they add a 30% management fee that based upon our projected annual license counts would increase the cost about \$20,000 more than any other vendor.
 - DataVox – have services for installation, but no training, and no in-house approach. Installation: \$26,989, Ongoing cost for licenses: \$65,994/yr
 - GHA/Team Venti – have services for installation, but no training, and no in-house approach. Installation: \$23,265, Ongoing cost for licenses: \$62,942.40/yr
- Other License Vendors:
 - CDW - \$54,304.70/yr
- New Email and URL format: FirstName.LastName@JeffCoTX.us It is not case sensitive so firstname.lastname@jeffcotx.us will work as well.

We thank you for your time and consideration with this major change in the way we do business within the County and outside the county.

Steepmeadow Solutions

SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program
 BKU SYNNEX PIN: 6451092 | Manufacturing PPT: JCM365TRAIN-SM

Engagement Letter

Dear Jeff Ross – Jefferson County Texas,

Steepmeadow Solutions is pleased to submit this proposal to assist with the change management, adoption and training of Jefferson County migrated end users so as to maximize the benefits and value of the county’s investment in Microsoft 365.

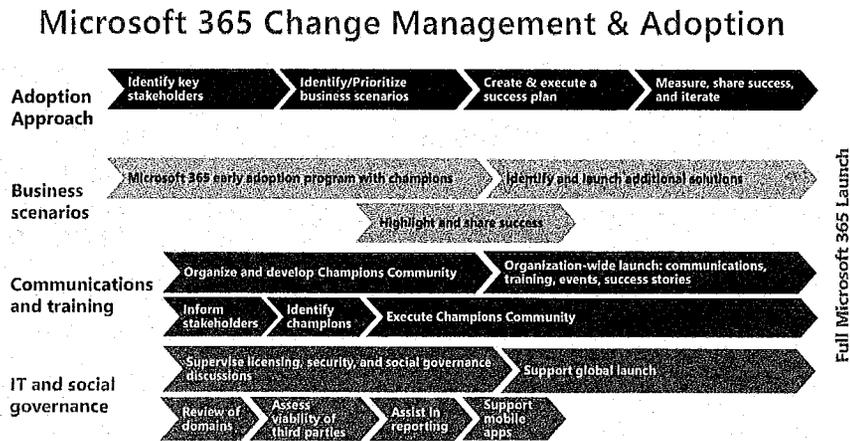
1 Description of Services

1.1 Background

Jefferson County (client) would like to maximize their organizational benefits and value of their move to Microsoft 365. As part of those efforts, the client needs assistance with the change management, adoption, and training of the county employees migrated to Microsoft 365. Jefferson County is seeking assistance from Steepmeadow to provide guidance with this change management, adoption, training effort.

1.2 Scope

Steepmeadow Solutions will provide a customized Microsoft 365 Change Management/User Adoption/Training Program to equip Jefferson County employees with the tools needed to effectively use and maximize their benefits from Microsoft 365. This 12-month service plan includes a change management strategy for end-use awareness and adoption of Microsoft 365, which is critical to the successful rollout of this new technology. The program plan is implemented by Steepmeadow Solutions’ training team via sustained levels of communication with stakeholders, county leaders and IT administrators, and includes hands-on guidance to create a digital champions community to ensure county employees across all departments get the training they need. Other provisions of this service program include, but are not limited to, the following:



Steepmeadow SolutionsSYNNEX ONSITE SERVICES: **Microsoft 365 Change Management - User Adoption - Training Program**
SKU SYNNEX PIN: 0451992 | Manufacturing PIN: JCM365TRAIN-SM

Engagement Letter

Best practices for change management for Microsoft 365 & Teams:

- Identify your key stakeholders, champions, and user profiles
- Identify & select your business scenarios
- Conduct a pilot that includes business users, champions, and IT professionals
- Design, launch and manage your adoption campaign

Best Practices for adoption include:

- Internal awareness materials such as posters, digital signage, and events
- Self-help and training information in a single location
- A defined feedback mechanism

Pre-defined success measures (solution adoption, views of key materials, attendance at courses)

- Build a champion program alongside your service deployment
- Provide a standard feedback method
- Measure & share success
- Adjust your messaging and methods based on feedback, repeat

User profiles

It is equally important to understand the types of users in your environment. Do you have users who are primarily mobile? Some who are in constant meetings or giving presentations? Do you know which of your users have the most difficulty with your existing collaboration solutions? Segmenting your user community can help you find groups that are most open to change. They are often the best targets for your early business pilots and their feedback is extremely valuable.

Champions

Identify the individuals who can become your collaboration champions provides you with an extended support team for your implementation. Create a community by providing them early insight and feedback to your plans. Any investment you make in this community whether it be time, attention or rewards will be returned to your implementation through their support and evangelism.

1.3 Services; Parties' Respective Responsibilities

Consultant will provide technical resource to assist in the migration oversight and execution.

Client will ensure availability of appropriate internal resources to fulfill the roles and responsibilities outlined in this Engagement Letter.

Planned staffing is outlined in section 1.5 below.

1.4 Approach & Estimate

Consultant will work under the direction of Client. Specifics of this engagement are expected to evolve over time. As work begins, we will follow the general approach outlined below.

High-level activities in our approach (department by department):

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

-
- Identify key stakeholders, champions, and user profiles
 - Identify & select business scenarios
 - Conduct a pilot that includes business users, champions, and IT professionals
 - Design, launch and manage adoption campaign

1.5 Staffing

Consultant will staff a combination of resources on this engagement based on need and skills. Proposed staffing is as follows:

- Hunter Sharpless: Overall change management, adoption, training services
- Cindy Jeanis: In person adoption and training facilitation

Any changes in staffing will be mutually agreed upon by consultant and client and go through the change control process per the terms attached.

1.6 Assumptions

Consultant has made the following assumptions in formalizing the approach and staffing for this engagement:

- Client's team is engaged and available for knowledge sharing, collaboration, and to address issues and risks
- Client is providing adequate business and technical leadership for the planning and execution of each iteration
- Consultant will have adequate system access and working conditions

2 Period of Performance and Location

Work will be performed in person and remotely via video conferences as agreed on by client and consultant

3 Deliverables

The deliverables for this engagement will be:

- Meet pre-defined success measures (solution adoption, views of key materials, attendance at courses)
- Build a champion program alongside your service deployment
- Creation of a standard feedback method
- Reporting on Measured & shared successes

4 Acceptance Criteria and Procedures

Client will provide written acceptance or written notice of non-conformity for each deliverable within twenty (20) business days (unless otherwise agreed) from the receipt of the deliverable (the "Acceptance Period").

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

If Client delivers a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the deliverable fails to materially conform to the applicable acceptance criteria, before the end of the Acceptance Period, then Consultant will modify the deliverable to correct the non-conformities and resubmit the deliverable for further acceptance testing within five (5) business days (unless otherwise agreed) from receipt of the notice of non-conformity ("Correction Period"). Upon resubmission of the deliverable another Acceptance Period will ensue.

If Consultant fails to receive a notice of non-conformity or acceptance within the Acceptance Period, the deliverable shall be considered acceptable.

5 Fees

Total fees, exclusive of expenses, are \$12,000. For this 12-month migration services program, each of the 12 monthly delivery periods are billed at \$1,000 per month.

6 Billing and Payment Terms

Travel or other expenses are not expected to be incurred as part of this effort. In the event expenses are necessary, we will get pre-approval from Jefferson County prior to incurring reimbursable expenses.

Each of the 12 monthly delivery periods will be invoiced at the end of the monthly period. Terms: Net 30 days.

In addition to the matters detailed in this letter, we have developed certain additional terms that will govern our engagement. These terms are attached in Appendix A of this engagement letter.

7 Issue Resolution and Escalation

Issues will be escalated to the Client's project sponsor and Consultant's oversight team promptly. The issue resolution path will be mutually agreed upon in that session.

Agreed to and Accepted by the Parties:

Steepmeadow Solutions LLC	Jefferson County Texas
By: <small>DocuSigned by:</small> <i>Steve Sharpless</i>	By:
<small>FC0E5086A97C41F...</small> Name: Steve Sharpless	Name:
Title: Founder - Steepmeadow Solutions LLC	Title:
Date: 1/4/2022	Date:

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

Appendix A: Other Terms and Conditions

The following additional terms and conditions govern this engagement:

1. Steepmeadow Solutions is retained only for the purposes set forth in the engagement letter. The services are of a consulting nature and will be based upon information you make available to Steepmeadow Solutions during the engagement. You also have certain responsibilities related to the success of the engagement, as set forth in the engagement letter, and if such responsibilities are not met, Steepmeadow Solutions may not be able to perform the engagement or to do so in a timely fashion. Steepmeadow Solutions shall be entitled to rely upon the accuracy and completeness of all information provided by, and upon the decisions and approvals of, you in connection with the engagement. The selection of any products or services to be purchased from other parties, and the adequacy of such products or services for your needs, are management decisions that are made solely by you.

2. Steepmeadow Solutions warrants that it will perform its services in a professional manner that meets or exceeds the standards of the consulting industry. Steepmeadow Solutions warrants that it will comply with all applicable federal, state and local laws and regulations in performing the services and its obligations under this engagement letter. Steepmeadow Solutions has obtained, or will timely obtain, any and all governmental permits and licenses necessary to conduct the services and otherwise perform its obligations hereunder, except those permits and licenses, if any, required to be obtained by you by law or as set forth in the engagement letter. THIS WARRANTY IS IN LIEU OF, AND Steepmeadow SOLUTIONS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEEPMEADOW SOLUTIONS DOES NOT DIRECTLY OR INDIRECTLY WARRANT THE FINANCIAL SOUNDNESS, SERVICES OR PRODUCTS OF ANY THIRD PARTY VENDORS OR SERVICE PROVIDERS, EXCEPT THAT STEEPMEADOW SOLUTIONS IS RESPONSIBLE FOR THE SERVICES AND DELIVERABLES PROVIDED BY ANY OF ITS SUBCONTRACTORS HEREUNDER. YOUR ABILITY TO ACHIEVE THE BENEFITS WITH RESPECT TO THE MATTERS TO WHICH STEEPMEADOW SOLUTIONS' SERVICES RELATE WILL BE BASED UPON NUMEROUS FACTORS AND ASSUMPTIONS THAT ARE NOT WITHIN STEEPMEADOW SOLUTIONS' CONTROL, AND THUS STEEPMEADOW SOLUTIONS DOES NOT GUARANTEE THAT THE INTENDED BENEFITS WILL ACTUALLY BE ACHIEVED.

3. Neither party's liability to the other, based upon breach of contract, negligence or any other legal theory, will (i) exceed the amount of professional fees paid by you to Steepmeadow Solutions pursuant to this engagement letter, except that Steepmeadow Solutions shall be able to claim the amount of unpaid fees in the event of breach by non-payment, or (ii) include any indirect, incidental, special, consequential or punitive damages, even if such party was advised in advance of such potential damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings or revenue. The limitations set forth herein shall apply notwithstanding the failure of any limited remedy of its essential purpose.

4. The relationship of Steepmeadow Solutions to you is that of independent contractor and each party's obligations to the other are exclusively contractual in nature. Nothing in this engagement letter or in connection with the performance of services hereunder expressly or by implication shall create a partnership, joint venture, employer-employee, fiduciary or agency relationship between the parties, or any responsibility by one party for the actions of the other. Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. You acknowledge that the services to be rendered by Steepmeadow Solutions are not exclusive to you, and Steepmeadow Solutions may provide similar services to other clients.

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program
SKU SYNNEX P/N: 0461992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

5. You may terminate this engagement letter for convenience at any time upon thirty (30) days' prior written notice. In the event of such termination, you will pay Steepmeadow Solutions for all services rendered and expenses incurred by Steepmeadow Solutions to the effective date of termination. Either party may terminate this engagement letter if the other party fails to cure a material breach of the engagement letter within thirty (30) days (or ten (10) days in the event of non-payment of Steepmeadow Solutions' fees and expenses) after receiving written notice specifying the breach, and either party may terminate this engagement letter at any time upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, or if a receiver or similar officer is appointed to take charge of all or part of the other party's property, or if the other party is adjudicated a bankrupt. Termination shall not constitute the exclusive remedy for breach and shall not be deemed a waiver of any rights accruing prior to such breach. If your account is past due and Steepmeadow Solutions has notified you of the past due balance, Steepmeadow Solutions may, in lieu of termination at such time, immediately suspend performance of services without liability for interruption of pending work or breach of this engagement letter. Neither party will incur any liability to the other party resulting from any delay or failure to perform all or any part of this engagement letter, if such delay or failure is caused, in whole or in part, by events, occurrences or forces beyond the reasonable control and without the negligence of such party.

6. Both parties acknowledge that, during the course of the services, they may communicate by e-mail with each other and with other entities you may have engaged. Each party acknowledges and accepts that the other party cannot guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only such parties. Each party specifically disclaims, and expressly acknowledges and agrees that the other party shall not have, responsibility or liability in connection with e-mail transmissions.

7. Except in situations in which injunctive relief is necessary, if any dispute arises between the parties in connection with this engagement letter, the disputed matter shall be referred to the parties' respective executives responsible for administration of this engagement letter for resolution. In the event these executives fail to resolve the dispute within fifteen (15) days after the referral of the dispute to them, the parties shall escalate the dispute to the parties' respective Chief Operating Officers, or their designees, for resolution. If the parties' Chief Operating Officers or their designees are unable to resolve the dispute within fifteen (15) days of the referral of the dispute to them, or such longer period as agreed to in writing by the parties, each party shall have the right to commence any legal proceeding as permitted by law. This engagement letter and the rights and duties of the parties will be governed and construed in accordance with Texas law without regard to its conflicts of law principles.

8. Neither party may assign this engagement letter or delegate any duties hereunder without the prior written consent of the other party; provided, however, that (a) a party may assign this engagement letter, without such consent, to any person or entity that acquires all or substantially all of such party's business or assets related to the performance of this engagement or succeeds to such party's interest in this engagement by sale, merger, consolidation, reorganization or similar transaction and (b) certain services may be performed by subcontractors to Steepmeadow Solutions, provided that Steepmeadow Solutions shall have in place written agreements with such subcontractors sufficient to enable Steepmeadow Solutions to comply with its obligations under this engagement letter and shall remain responsible for the services provided by such subcontractors hereunder. Any attempted assignment in violation of this Section 11 shall be void. This engagement letter will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Under no circumstances shall any Affiliate of a party hereto be liable for any breach of or obligation in connection with this engagement letter, except pursuant to a valid assignment pursuant to this Section 8.

9. The fees quoted in the engagement letter do not include taxes. The parties recognize that Jefferson County, Texas is a tax-exempt entity.

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM395TRAIN-SM

Engagement Letter

10. All notices or other communications to be given or that may be given by either party to the other shall be deemed to have been duly given when made in writing and delivered in person, one business day after being sent by recognized overnight courier or five days after deposit in the United States mail, certified, postage prepaid, return receipt requested.

11. This engagement letter, including these terms and conditions and any other appendices or attachments, contains the entire agreement between you and Steepmeadow Solutions with respect to this engagement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, with respect to this engagement. All reliance with respect to any representations or promises is based solely on those contained in this engagement letter. No provision of this engagement letter shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by authorized representatives of both parties. No waiver of any right or remedy will be implied by failure to enforce such right or remedy and no express waiver will affect any rights or remedies other than that to which the waiver is applicable and only for that occurrence. If any term of this engagement letter is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision, and such remaining terms and conditions will remain in full force and effect.

12. Each party shall act in strict compliance with all applicable laws, ordinances, regulations and other requirements of any and all governmental authorities, including without limitation all applicable export laws and regulations, in connection with its performance under this engagement letter. Without limiting the generality of the foregoing, each party expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert or transfer the Deliverables or any direct product thereof to any destination, entity or person restricted or prohibited by the export laws, regulations and controls of the United States, and each party shall obtain all permits, licenses or other consents necessary for the performance of its duties under this engagement letter.

Steepmeadow Solutions

SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

Appendix B: Scope Change Order Form

Scope Change Order

Client:
Engagement:
Assignment #:

Date: _____	
Change #: _____	
Associated Issue #: _____	

- **Change Description**
 - Project Objectives Changes
 - Project Scope Changes
 - Project Approach Changes
 - Project Deliverables Changes

- **Impact Analysis**
 - Qualitative Impact
 - Schedule Impact
 - Budget Impact
 - Staffing Impact
 - Professional Fees

- **Updated Risks and Assumptions**
 - Revised Risks

Revised Assumptions

Approval

The above Scope Change Order is approved as documented herein. This Scope Change Order is attached to and made part of the engagement letter dated _____ by and between Steepmeadow Solutions Corporation and _____. Except as amended by this scope change order, all terms and conditions of the engagement letter shall remain in full force and effect.

Name: _____	Name: _____
Organization: Steepmeadow Solutions LLC	Organization: _____
Date: _____	Date: _____

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

Dear Jeff Ross – Jefferson County Texas,

Steepmeadow Solutions is pleased to submit this proposal to assist with the technical migration from your current on premises email solution to Microsoft 365.

1 Description of Services

1.1 Background

Jefferson County (client) would like to migrate away from their legacy on premises email solution to Microsoft 365. As part of those efforts, the client needs assistance moving content & email processing while minimizing downtime. Jefferson County is seeking assistance from Steepmeadow to provide guidance with the migration effort.

1.2 Scope

Steepmeadow Solutions will provide a customized Microsoft 365 Deployment and Migration Services Program to ensure a smooth transition of Jefferson County's existing technologies to Microsoft's secure government cloud. This 12-month service plan provides hands-on support and guidance from Steepmeadow Solutions' technical and security engineers to the County's IT department professionals. Elements of this service program include, but are not limited to, the following:

Exchange Online

For Exchange Online, we guide you through the process to get your organization ready to use email. We provide remote guidance for:

- Setting up Exchange Online Protection (EOP) features for all mail-enabled domains validated in Office 365
- Pointing your mail exchange (MX) records to Office 365
- Setting up email flow between your source messaging environment and Exchange Online (as needed)
- Undertaking mail migration from your source messaging environment to Office 365
- Configuring mailbox clients (Outlook for Windows, Outlook on the web, and Outlook for iOS and Android)

Microsoft Teams

We provide remote guidance for:

- Confirming minimum requirements in Exchange Online, SharePoint Online, Office 365 Groups, and Azure AD to support Teams
- Confirming Teams is enabled on your Office 365 tenant
- Enabling or disabling user licenses
- Network assessment for Teams:
 - Port and endpoint checks
 - Connection quality checks and Bandwidth Estimates
 - Configuring Teams app policy (Teams web app, Teams Desktop app, and Teams for iOS and Android app)
 - Enabling Teams live events
 - Organization setup and integration into Microsoft Stream
 - Guidance for Skype for Business to Teams transition
 - Identities enabled in Azure AD for Office 365
 - Users enabled for SharePoint Online
 - Exchange mailboxes are present (online and on-premises in an Exchange hybrid configuration.)
 - Enabled for Office 365 Groups

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program
SKU SYNNEX P/N: 8451895 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

SharePoint Online & OneDrive for Business

We provide remote guidance for:

- Provisioning users and licenses
- Enabling site creation for your SharePoint Online Admin
- Planning site collections
- Securing content and managing permissions
- Configuring SharePoint Online features

Additional guidance is provided for OneDrive for Business, like:

- Identifying integration options and reviewing on-line premises and online network infrastructure and bandwidth
- Planning and implementing a single rollout for all users (or a phased rollout)
- Deploying the OneDrive for Business client sync

Data Migration

- We provide guidance to help you plan your migration, configure your source environments and Office 365 tenant, and leverage Microsoft data migration services to migrate your data. You create and schedule your migration events. We launch migration events in accordance with your schedule, monitor their progress, and provide status reports.

1.3 Services; Parties' Respective Responsibilities

Consultant will provide technical resource to assist in the migration oversight and execution.

Client will ensure availability of appropriate internal resources to fulfill the roles and responsibilities outlined in this Engagement Letter.

Planned staffing is outlined in section 1.5 below.

1.4 Approach & Estimate

Consultant will work under the direction of Client. Specifics of this engagement are expected to evolve over time. As work begins, we will follow the general approach outlined below.

High-level activities in our approach (department by department):

- Prep for migration
- Cutover email
- Complete content migration
- Validate migration completion
- Microsoft Teams Orientation Training

1.5 Staffing

Consultant will staff a combination of resources on this engagement based on need and skills. Proposed staffing is as follows:

- Gareth Young: Overall Migration guidance

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program
SKU SYNEX PIN: 6451998 | Manufacturing PIN: JCM365MIGRATION-SM

Engagement Letter

Any changes in staffing will be mutually agreed upon by consultant and client and go through the change control process per the terms attached.

1.6 Assumptions

Consultant has made the following assumptions in formalizing the approach and staffing for this engagement:

- Client's team is engaged and available for knowledge sharing, collaboration, and to address issues and risks
- Client is providing adequate business and technical leadership for the planning and execution of each iteration
- Consultant will have adequate system access and working conditions

2 Period of Performance and Location

Work will be performed remotely via video conferences as agreed on by client and consultant.

3 Deliverables

The deliverables for this engagement will be:

1. Email flow set to Microsoft 365
2. Client email content migrated to new Microsoft 365 tenant
3. Client content migration to new Microsoft 365 tenant
4. Client up and employees functioning successfully in the new Microsoft 365 tenant
5. Microsoft Teams & OneDrive Deployment

4 Acceptance Criteria and Procedures

Client will provide written acceptance or written notice of non-conformity for each deliverable within twenty (20) business days (unless otherwise agreed) from the receipt of the deliverable (the "Acceptance Period").

If Client delivers a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the deliverable fails to materially conform to the applicable acceptance criteria, before the end of the Acceptance Period, then Consultant will modify the deliverable to correct the non-conformities and resubmit the deliverable for further acceptance testing within five (5) business days (unless otherwise agreed) from receipt of the notice of non-conformity ("Correction Period"). Upon resubmission of the deliverable another Acceptance Period will ensue.

If Consultant fails to receive a notice of non-conformity or acceptance within the Acceptance Period, the deliverable shall be considered acceptable.

5 Fees

Total fees, exclusive of expenses, are \$18,000. For this 12-month migration services program, each of the 12 monthly delivery periods are billed at \$1,500 per month.

Steepmeadow Solutions

SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program
 SKU SYNNEX P/N: 0451996 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

6 Billing and Payment Terms

Travel or other expenses are not expected to be incurred as part of this effort. In the event expenses are necessary, we will get pre-approval from Jefferson County prior to incurring reimbursable expenses.

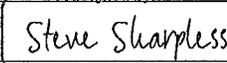
Each of the 12 monthly delivery periods will be invoiced at the end of the monthly period. Terms: Net 30 days.

In addition to the matters detailed in this letter, we have developed certain additional terms that will govern our engagement. These terms are attached in Appendix A of this engagement letter.

7 Issue Resolution and Escalation

Issues will be escalated to the Client's project sponsor and Consultant's oversight team promptly. The issue resolution path will be mutually agreed upon in that session.

Agreed to and Accepted by the Parties:

Steepmeadow Solutions LLC	Jefferson County Texas
By: 	By:
<small>DocuSigned by: FC0E5986A97C41F...</small> Name: Steve Sharpless	Name:
Title: Founder - Steepmeadow Solutions LLC	Title:
Date: 1/4/2022	Date:

-

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

Appendix A: Other Terms and Conditions

The following additional terms and conditions govern this engagement:

1. Steepmeadow Solutions is retained only for the purposes set forth in the engagement letter. The services are of a consulting nature and will be based upon information you make available to Steepmeadow Solutions during the engagement. You also have certain responsibilities related to the success of the engagement, as set forth in the engagement letter, and if such responsibilities are not met, Steepmeadow Solutions may not be able to perform the engagement or to do so in a timely fashion. Steepmeadow Solutions shall be entitled to rely upon the accuracy and completeness of all information provided by, and upon the decisions and approvals of, you in connection with the engagement. The selection of any products or services to be purchased from other parties, and the adequacy of such products or services for your needs, are management decisions that are made solely by you.
2. Steepmeadow Solutions warrants that it will perform its services in a professional manner that meets or exceeds the standards of the consulting industry. Steepmeadow Solutions warrants that it will comply with all applicable federal, state and local laws and regulations in performing the services and its obligations under this engagement letter. Steepmeadow Solutions has obtained, or will timely obtain, any and all governmental permits and licenses necessary to conduct the services and otherwise perform its obligations hereunder, except those permits and licenses, if any, required to be obtained by you by law or as set forth in the engagement letter. THIS WARRANTY IS IN LIEU OF, AND Steepmeadow SOLUTIONS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEEPMEADOW SOLUTIONS DOES NOT DIRECTLY OR INDIRECTLY WARRANT THE FINANCIAL SOUNDNESS, SERVICES OR PRODUCTS OF ANY THIRD PARTY VENDORS OR SERVICE PROVIDERS, EXCEPT THAT STEEPMEADOW SOLUTIONS IS RESPONSIBLE FOR THE SERVICES AND DELIVERABLES PROVIDED BY ANY OF ITS SUBCONTRACTORS HEREUNDER. YOUR ABILITY TO ACHIEVE THE BENEFITS WITH RESPECT TO THE MATTERS TO WHICH STEEPMEADOW SOLUTIONS' SERVICES RELATE WILL BE BASED UPON NUMEROUS FACTORS AND ASSUMPTIONS THAT ARE NOT WITHIN STEEPMEADOW SOLUTIONS' CONTROL, AND THUS STEEPMEADOW SOLUTIONS DOES NOT GUARANTEE THAT THE INTENDED BENEFITS WILL ACTUALLY BE ACHIEVED.
3. Neither party's liability to the other, based upon breach of contract, negligence or any other legal theory, will (i) exceed the amount of professional fees paid by you to Steepmeadow Solutions pursuant to this engagement letter, except that Steepmeadow Solutions shall be able to claim the amount of unpaid fees in the event of breach by non-payment, or (ii) include any indirect, incidental, special, consequential or punitive damages, even if such party was advised in advance of such potential damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings or revenue. The limitations set forth herein shall apply notwithstanding the failure of any limited remedy of its essential purpose.
4. The relationship of Steepmeadow Solutions to you is that of independent contractor and each party's obligations to the other are exclusively contractual in nature. Nothing in this engagement letter or in connection with the performance of services hereunder expressly or by implication shall create a partnership, joint venture, employer-employee, fiduciary or agency relationship between the parties, or any responsibility by one party for the actions of the other. Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. You acknowledge that the services to be rendered by Steepmeadow Solutions are not exclusive to you, and Steepmeadow Solutions may provide similar services to other clients.

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program
SKU SYNNEX PIN: 6451996 | Manufacturing PIN: JCM365MIGRATION-SM

Engagement Letter

5. You may terminate this engagement letter for convenience at any time upon thirty (30) days' prior written notice. In the event of such termination, you will pay Steepmeadow Solutions for all services rendered and expenses incurred by Steepmeadow Solutions to the effective date of termination. Either party may terminate this engagement letter if the other party fails to cure a material breach of the engagement letter within thirty (30) days (or ten (10) days in the event of non-payment of Steepmeadow Solutions' fees and expenses) after receiving written notice specifying the breach, and either party may terminate this engagement letter at any time upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, or if a receiver or similar officer is appointed to take charge of all or part of the other party's property, or if the other party is adjudicated a bankrupt. Termination shall not constitute the exclusive remedy for breach and shall not be deemed a waiver of any rights accruing prior to such breach. If your account is past due and Steepmeadow Solutions has notified you of the past due balance, Steepmeadow Solutions may, in lieu of termination at such time, immediately suspend performance of services without liability for interruption of pending work or breach of this engagement letter. Neither party will incur any liability to the other party resulting from any delay or failure to perform all or any part of this engagement letter, if such delay or failure is caused, in whole or in part, by events, occurrences or forces beyond the reasonable control and without the negligence of such party.

6. Both parties acknowledge that, during the course of the services, they may communicate by e-mail with each other and with other entities you may have engaged. Each party acknowledges and accepts that the other party cannot guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only such parties. Each party specifically disclaims, and expressly acknowledges and agrees that the other party shall not have, responsibility or liability in connection with e-mail transmissions.

7. Except in situations in which injunctive relief is necessary, if any dispute arises between the parties in connection with this engagement letter, the disputed matter shall be referred to the parties' respective executives responsible for administration of this engagement letter for resolution. In the event these executives fail to resolve the dispute within fifteen (15) days after the referral of the dispute to them, the parties shall escalate the dispute to the parties' respective Chief Operating Officers, or their designees, for resolution. If the parties' Chief Operating Officers or their designees are unable to resolve the dispute within fifteen (15) days of the referral of the dispute to them, or such longer period as agreed to in writing by the parties, each party shall have the right to commence any legal proceeding as permitted by law. This engagement letter and the rights and duties of the parties will be governed and construed in accordance with Texas law without regard to its conflicts of law principles.

8. Neither party may assign this engagement letter or delegate any duties hereunder without the prior written consent of the other party; provided, however, that (a) a party may assign this engagement letter, without such consent, to any person or entity that acquires all or substantially all of such party's business or assets related to the performance of this engagement or succeeds to such party's interest in this engagement by sale, merger, consolidation, reorganization or similar transaction and (b) certain services may be performed by subcontractors to Steepmeadow Solutions, provided that Steepmeadow Solutions shall have in place written agreements with such subcontractors sufficient to enable Steepmeadow Solutions to comply with its obligations under this engagement letter and shall remain responsible for the services provided by such subcontractors hereunder. Any attempted assignment in violation of this Section 11 shall be void. This engagement letter will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Under no circumstances shall any Affiliate of a party hereto be liable for any breach of or obligation in connection with this engagement letter, except pursuant to a valid assignment pursuant to this Section 8.

9. The fees quoted in the engagement letter do not include taxes. The parties recognize that Jefferson County, Texas is a tax-exempt entity.

Steepmeadow SolutionsSYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program
SKU SYNNEX.P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

10. All notices or other communications to be given or that may be given by either party to the other shall be deemed to have been duly given when made in writing and delivered in person, one business day after being sent by recognized overnight courier or five days after deposit in the United States mail, certified, postage prepaid, return receipt requested.

11. This engagement letter, including these terms and conditions and any other appendices or attachments, contains the entire agreement between you and Steepmeadow Solutions with respect to this engagement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, with respect to this engagement. All reliance with respect to any representations or promises is based solely on those contained in this engagement letter. No provision of this engagement letter shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by authorized representatives of both parties. No waiver of any right or remedy will be implied by failure to enforce such right or remedy and no express waiver will affect any rights or remedies other than that to which the waiver is applicable and only for that occurrence. If any term of this engagement letter is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision, and such remaining terms and conditions will remain in full force and effect.

12. Each party shall act in strict compliance with all applicable laws, ordinances, regulations and other requirements of any and all governmental authorities, including without limitation all applicable export laws and regulations, in connection with its performance under this engagement letter. Without limiting the generality of the foregoing, each party expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert or transfer the Deliverables or any direct product thereof to any destination, entity or person restricted or prohibited by the export laws, regulations and controls of the United States, and each party shall obtain all permits, licenses or other consents necessary for the performance of its duties under this engagement letter.

Appendix B: Scope Change Order Form

Scope Change Order

Client:
Engagement:
Assignment #:

Date: _____	
Change #: _____	
Associated Issue #: _____	

- **Change Description**
 - Project Objectives Changes
 - Project Scope Changes
 - Project Approach Changes
 - Project Deliverables Changes

- **Impact Analysis**
 - Qualitative Impact
 - Schedule Impact
 - Budget Impact
 - Staffing Impact
 - Professional Fees

- **Updated Risks and Assumptions**
 - Revised Risks

Revised Assumptions

Approval

The above Scope Change Order is approved as documented herein. This Scope Change Order is attached to and made part of the engagement letter dated _____ by and between Steepmeadow Solutions Corporation and _____. Except as amended by this scope change order, all terms and conditions of the engagement letter shall remain in full force and effect.

Name: _____	Name: _____
Organization: <u>Steepmeadow Solutions LLC</u>	Organization: _____
Date: _____	Date: _____

Jefferson County Sub-Courthouse
525 Lakeshore Drive
Port Arthur, Texas 77640



OFFICE: (409) 983-8300
FAX: (409) 983-8303
Email: msinegal@co.jefferson.tx.us

COMMISSIONER
MICHAEL SHANE SINEGAL
PRECINCT #.3

1/5/2022

Road & Bridge PCT.3 requesting funds in the amount of \$80,364.80 from the contingency fund to account 113-0309-431-60-42 for replacement of PCT.3 work truck that caught on fire.

Thanks

A handwritten signature in cursive script, appearing to read "Michael S. Sinegal".

Commissioner Sinegal



PRODUCT PRICING SUMMARY
GOODBUY 17-17 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY

Prepared by: KEN DURBIN

Contact: JEFFERY COLLINS MO # 713-261-3882

Phone: MO # 409-284-1009

Email: JEFERRY.COLLINS@CO.JEFFERSON.TX.US

Email: KDURBIN.COWBOYFLEET@GMA

Product Description 2021 FORD F-SERIES

Date: December 2, 2021

A. Bid Item: 5 A. Base Price: \$ 21,962.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
1V3G	F350 CREW CAB 4X2 60 CA" C/C DRW	\$ 8,745.00		WHITE EXT / GRAY INT	
99T	6.7L DIESEL ENGINE	\$ 9,985.00			
52B	TRAILER BRAKE CONTROLLER	\$ 270.00		CUSTOMER PICK UP	
X3E	LIMITED SLIP AXLE	\$ 366.00			
90L	POWER GROUP WINDOWS & LOCKS	\$ 1,038.00			
525	CRUISE CONTROL	\$ 216.00	3	60" H.D. SERVICE BODY W-OUTRIGGERS	\$ 38,408.00
66S	UPFITTER SWITCHES	\$ 125.00		ERS / LIFTMOORE CRANE / 1,300 LB	
1	REAR CAMERA PREP PKG	\$ 415.00		LIFT GATE / SPRAY-IN-BED LINER	
TDU	LT275 / 70R18E ALL TERRAIN TIRES	\$ 250.00		& TOPS.	
16S	WEATHER TECK RUBBER MATS	\$ 75.00			

Total of B. Published Options: \$ 59,893.00

Published Option Discount (5%) \$ (2,557.40)

C. Additional Options [not to exceed 25%]

\$= 0.3 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 125.00		\$ -
TINT FRONT 2 DOORS	\$ 85.00		

Total of C. Unpublished Options: \$ 210.00

D. Floor Plan Interest (for In-stock and/or equipped vehicles): \$ 445.75

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 111.45

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 80,064.80

I. Quantity Ordered 1 x K = \$ 80,064.80

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 80,364.80

3 rows added



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

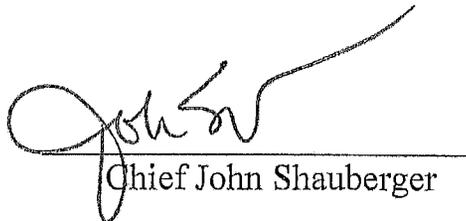
TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2022

DATE: January 7, 2022

Please transfer \$360 from budget account 120-3059-421-20-07 (Cellphone Allowance) to 120-3062-423-20-07 (Cellphone Allowance) to move one cellphone allowance for Captain Doraël Harrington at the Correctional Facility.



Chief John Shauberger

To: Fran Lee

From: Mike Trahan

Date: January 12, 2022

Re: Budget Transfer-For Spurlock RD- Stripping.

Fran,

I need to request a transfer of \$203.00 from account 112-0209-431-6011, Capital Equipment, to account 112-0208-431-6036, Capital- Construction. This is so we can pay for Striping done on Spurlock Road. I do understand that this transfer has to go through Commissioner's Court, so please see that this item is put on the next Commissioner's Court Agenda.

Thanks for your help.

Mike Trahan

Superintendent, Road and Bridge Pct. 2

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

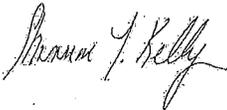
TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred *EA/nr*
DATE: January 5, 2022
RE: **Transfer Funds**

Please make the following transfer as indicated. Thank you.

- Transfer **\$10,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Judge Jeff Branick County of Jefferson 1149 Pearl Street 7th Floor Beaumont, TX 77701-3600		4. Award Number: G20HN0029A	
		5. Grant Period: From 01/01/2020 to 12/31/2021	
1A. Subrecipient IRS/Vendor No.	6. Date: 12/6/2021	7. Action	
Subrecipient Name and Address	8. Supplement Number 3	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$16,200.00	
3. Project Title	10. Amount of This Award:	(\$8,100.00)	
Multiple	11. Total Award:	\$8,100.00	
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 116-93			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director		15. Typed Name and Title of Authorized Official Jeff Branick Judge	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 010807535 EIN: 1746000291A3		19. HIDTA AWARD OND1070DB2021XX OND6113 OND2000000000 OC 410001 JID: 76512	

Initiative Cash by HIDTA

FY 2020

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Houston	County of Jefferson	South East Texas Drug Enforcement Task Force	8,100.00	Investigation	G20HN0029A
	Agency Total : County of Jefferson		8,100.00		
Total			8,100.00		

Budget Detail

2020 - Houston

Initiative - South East Texas Drug Enforcement Task Force

Investigation

Award Recipient - County of Jefferson (G20HN0029A)

Resource Recipient - Jefferson County

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		(\$8,100.00)
Services	Quantity	Amount
Services		(\$8,100.00)
Total Services		(\$8,100.00)
Total Budget		(\$8,100.00)



December 6, 2021

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

Dear Judge Branick:

Grant number G20HN0029A has been decreased and now totals \$8,100.00.

The original of Modification 3 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. Kelly".

Shannon Kelly
National HIDTA Director

Enclosures

Patrick Swain

From: Patrick Swain <pswain@co.jefferson.tx.us>
Sent: Tuesday, January 11, 2022 4:38 PM
To: Darrell Bush; 'Everette "Bo" Alfred (ealfred@co.jefferson.tx.us)'; 'Judge Jeff Branick (jbranick@co.jefferson.tx.us)'; 'Michael Sinegal'; Vernon Pierce (vpierce@co.jefferson.tx.us)
Cc: 'Kathleen Kennedy'; flee (flee@co.jefferson.tx.us); 'Zena Stephens'; John Shaubberger (jshaubberger@co.jefferson.tx.us)
Subject: Mid County Cities Inmate Credit
Attachments: Settlement Credit-Mid County Cities.pdf

Judge and Commissioners,

I am planning to place an item on the agenda for the 18th to propose establishing credits for each of the Mid County Cities. The credit is based on the settlement with the City of Beaumont. The Auditors' office will track these credits and apply to each month's inmate billing until the credits are utilized. Attached is a summary of the credits and the methodology behind the calculation.

If you have any questions, please call me.

Patrick Swain

Jefferson County, Texas
Inmate Billing Credit

Note; Purpose of this worksheet is to summarize the credits to the Cities after settlement with the City of Beaumont for \$2,000,000 on the \$3,600,000 outstanding inmate balance. By settling for \$2,000,000, the effective rate per day since June 1, 2011 would have been \$38.99 per inmate. This worksheet summarizes the billing units to the other cities during this same time frame at \$38.99 and generates a credit for the difference between the \$52 per day (June 2011 to September 2011) and \$55 per day (October 2011 to present).

	6/1/2011 to 9/30/2011	\$ 13.01	10/1/2011 to 10/31/2021	\$ 16.01	
	Billing Units	Net Credit (\$52-\$38.99)	Billing Units	Net Credit (\$55-\$38.99)	Total Credit
Groves	162.63	\$ 2,115.82	6,281.19	\$ 100,561.85	\$ 102,677.67
Nederland	183.25	\$ 2,384.08	4,347.83	\$ 69,608.76	\$ 71,992.84
Port Neches	93.75	\$ 1,219.69	5,673.58	\$ 90,834.02	\$ 92,053.70

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	111.60	491200	111.60**
ROAD & BRIDGE PCT.#1			
FUNCTION 4 LLC	31.00	491183	31.00**
ROAD & BRIDGE PCT.#2			
TIME WARNER COMMUNICATIONS	126.88	491113	
FUNCTION 4 LLC	31.00	491183	157.88**
ROAD & BRIDGE PCT. # 3			
ENTERGY	292.15	491079	
W. JEFFERSON COUNTY M.W.D.	27.67	491118	
FUNCTION 4 LLC	62.00	491183	381.82**
ROAD & BRIDGE PCT.#4			
GULF COAST SCREW & SUPPLY	2.32	491078	
MUNRO'S	195.44	491087	
SANITARY SUPPLY, INC.	470.14	491094	
ULINE SHIPPING SUPPLY SPECIALI	146.02	491115	
W. JEFFERSON COUNTY M.W.D.	138.98	491118	
INTERSTATE ALL BATTERY CENTER - BMT	251.90	491156	
FUNCTION 4 LLC	52.00	491183	
O'REILLY AUTO PARTS	52.18	491186	
WASHINGTON COUNTY TRACTOR, INC	409.41	491201	1,718.39**
ENGINEERING FUND			
VERIZON WIRELESS	108.43	491128	
FUNCTION 4 LLC	73.78	491183	
CHAPMAN VENDING	219.00	491200	401.21**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	46.68	491068	
ENTERGY	8.05	491079	
AT&T	30.57	491103	
W. JEFFERSON COUNTY M.W.D.	55.34	491118	140.64**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	493.87	491089	
SOUTHEAST TEXAS WATER	275.50	491098	
AT&T	115.83	491103	
TRIANGLE BLUE PRINT CO., INC.	50.00	491114	
UNITED STATES POSTAL SERVICE	1,285.98	491130	
UNITED STATES POSTAL SERVICE	149.92	491131	
ATTABOY TERMITE & PEST CONTROL	42.45	491157	
FUNCTION 4 LLC	155.00	491183	2,568.55*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	10.37	491130	
FUNCTION 4 LLC	31.00	491183	41.37*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	34.95	491099	
UNITED STATES POSTAL SERVICE	1.38	491130	
THOMSON REUTER TAX & ACCNTG INC R&G	389.95	491151	
FUNCTION 4 LLC	31.00	491183	457.28*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	164.07	491130	
UNITED STATES POSTAL SERVICE	55.54	491131	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	93.00	491183	312.61*
COUNTY JUDGE			
OFFICE DEPOT	84.52	491089	
LINDA F PATTERSON	1,440.00	491091	
UNITED STATES POSTAL SERVICE	.46	491130	
FUNCTION 4 LLC	31.00	491183	1,555.98*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	6.34	491130	
FUNCTION 4 LLC	31.00	491183	37.34*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	3.37	491130	
FUNCTION 4 LLC	62.00	491183	65.37*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	920.80	491183	920.80*
PURCHASING DEPARTMENT			
CINTAS CORPORATION	25.90	491178	
FUNCTION 4 LLC	31.00	491183	56.90*
GENERAL SERVICES			
TIME WARNER COMMUNICATIONS	2,442.76	491107	
TIME WARNER COMMUNICATIONS	636.72	491108	
VERIZON WIRELESS	331.29	491127	3,410.77*
DATA PROCESSING			
MICHAEL BAIN	101.92	491150	
FUNCTION 4 LLC	31.00	491183	132.92*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	5.59	491130	
FUNCTION 4 LLC	31.00	491183	36.59*
ELECTIONS DEPARTMENT			
FED EX	256.98	491075	
FUNCTION 4 LLC	31.00	491183	287.98*
DISTRICT ATTORNEY			
JEFFERSON CTY. PEACE OFFICERS ASSOC	245.00	491058	
FED EX	21.91	491074	
LEGAL DIRECTORIES PUB. CO.	100.00	491085	
OFFICE DEPOT	653.66	491089	
RENE MULHOLLAND	38.50	491117	
UNITED STATES POSTAL SERVICE	6.16	491130	
THOMSON REUTERS-WEST	3,725.94	491170	
FUNCTION 4 LLC	155.00	491183	
QUENTIN PRICE	35.17	491184	4,981.34*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	131.66	491130	
FUNCTION 4 LLC	31.00	491183	162.66*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	491060	
DONALD W. DUESLER & ASSOC.	8,750.00	491072	
MARSHA NORMAND	8,750.00	491088	
KEVIN PAULA SEKALY PC	8,750.00	491095	
BRUCE N. SMITH	900.00	491097	

NAME	AMOUNT	CHECK NO.	TOTAL
KEVIN S. LAINE	4,375.00	491120	
UNITED STATES POSTAL SERVICE	.46	491130	
JOEL WEBB VAZQUEZ	800.00	491142	
JASON ROBERT NICKS	800.00	491158	
JAMES R. MAKIN, P.C.	1,425.00	491162	
TURK LAW FIRM	800.00	491168	
FUNCTION 4 LLC	62.00	491183	44,162.46*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	34.95	491100	
FUNCTION 4 LLC	31.00	491183	65.95*
60TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	491183	31.00*
136TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	491183	31.00*
172ND DISTRICT COURT			
LEXIS-NEXIS	80.00	491132	
FUNCTION 4 LLC	31.00	491183	111.00*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	491116	
KEVIN S. LAINE	4,375.00	491120	
CHARLES ROJAS	8,750.00	491122	
UNITED STATES POSTAL SERVICE	2.42	491130	
SUMMER TANNER	2,216.45	491149	
ALLEN PARKER	8,750.00	491159	
BRITTANIE HOLMES	8,750.00	491167	
FUNCTION 4 LLC	62.00	491183	41,655.87*
279TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	491183	31.00*
317TH DISTRICT COURT			
MELISSA NAIL	253.25	491179	
FUNCTION 4 LLC	31.00	491183	284.25*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	8.57	491130	
FUNCTION 4 LLC	31.00	491183	39.57*
JUSTICE COURT-PCT 1 PL 2			
TAC - TEXAS ASSN. OF COUNTIES	130.00	491105	
UNITED STATES POSTAL SERVICE	23.97	491130	
FUNCTION 4 LLC	31.00	491183	184.97*
JUSTICE COURT-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	315.00	491102	
CLASSIC FORMS AND PRODUCTS	120.00	491140	
FUNCTION 4 LLC	31.00	491183	466.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	24.47	491130	
FUNCTION 4 LLC	31.00	491183	55.47*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	122.04	491131	
FUNCTION 4 LLC	31.00	491183	153.04*
COUNTY COURT AT LAW NO.1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	1.38 31.00	491130 491183	32.38*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX UNITED STATES POSTAL SERVICE LANGSTON ADAMS FUNCTION 4 LLC THE SAMUEL FIRM, PLLC	300.00 10.14 400.00 31.00 500.00	491064 491130 491137 491183 491192	1,241.14*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	10.14 31.00	491130 491183	41.14*
COURT MASTER			
OFFICE DEPOT FUNCTION 4 LLC RICHARD D HUGHES ATTORNEY AT LAW	27.98 31.00 1,450.00	491089 491183 491199	1,508.98*
MEDIATION CENTER			
FUNCTION 4 LLC	31.00	491183	31.00*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	491183	124.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND CASH ADVANCE ACCOUNT AT&T UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	40.46 402.00 360.08 867.19 310.00	491069 491082 491103 491130 491183	1,979.73*
CRIME LABORATORY			
FUNCTION 4 LLC	31.00	491183	31.00*
JAIL - NO. 2			
AAA LOCK & SAFE JOHNSTONE SUPPLY BOB BARKER CO., INC. BELL FENCE MFG. CO. CERTIFIED LABORATORIES ENTERGY KIRKSEY'S SPRINT PRINTING OFFICE DEPOT OVERHEAD DOOR CO. AT&T LOWE'S HOME CENTERS, INC. STANLEY SHIPPER MARK ELLIS DIAGNOSTIC HEALTH - BEAUMONT BURGOON CO SAM'S CLUB DIRECT THOMSON REUTERS-WEST GALLS LLC SOUTHEAST TEXAS OCCUPATIONAL MEDICI FUNCTION 4 LLC US CORRECTIONS LLC TRINITY SERVICES GROUP INC PRIDE ENTERPRISES HILL COUNTRY DOG CENTER, LLC	804.50 672.94 1,671.28 29.76 673.75 32,542.58 74.85 505.95 4,841.69 1,037.05 196.11 277.31 254.93 37.00 11.15 768.73 1,868.17 706.68 203.00 217.00 6,750.00 103,768.94 2,192.40 5,600.00	491057 491061 491062 491063 491066 491079 491084 491089 491090 491103 491136 491141 491147 491152 491164 491166 491171 491176 491177 491183 491188 491194 491196 491203	165,705.77*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	9.21 93.00	491130 491183	102.21*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	3,712.39	491079	
AT&T	708.49	491103	
FUNCTION 4 LLC	31.00	491183	4,451.88*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	20.96	491130	
FUNCTION 4 LLC	31.00	491183	51.96*
CONSTABLE-PCT 4			
TAC - TEXAS ASSN. OF COUNTIES	165.00	491104	
FUNCTION 4 LLC	31.00	491183	196.00*
CONSTABLE-PCT 6			
TAC - TEXAS ASSN. OF COUNTIES	200.00	491106	
UNITED STATES POSTAL SERVICE	.46	491130	
FUNCTION 4 LLC	31.00	491183	231.46*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	491183	31.00*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	13,200.00	491160	
FORENSIC MEDICAL	96,000.00	491187	109,200.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC	31.00	491183	31.00*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	22.20	491130	
CLEAN HARBORS ENVIRONMENTAL SERVICE	78.16	491139	
FUNCTION 4 LLC	62.00	491183	
EZE D EDE MD	2,932.58	491198	3,094.94*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	3,000.00	491065	
GABRIEL FUNERAL HOME, INC.	1,750.00	491076	
ENTERGY	70.00	491080	
PETTY CASH - S C WELFARE	81.00	491092	
TIME WARNER COMMUNICATIONS	147.93	491110	
UNITED STATES POSTAL SERVICE	215.98	491131	
CLEAN HARBORS ENVIRONMENTAL SERVICE	40.78	491139	
FUNCTION 4 LLC	62.00	491183	
EZE D EDE MD	2,932.58	491198	8,300.27*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	491183	31.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	491134	
J.C. PENNEY'S	1,338.16	491135	
ROSS DRESS FOR LESS, INC.	7,009.10	491148	8,382.21*
ENVIRONMENTAL CONTROL			
AT&T	34.61	491103	
FUNCTION 4 LLC	31.00	491183	65.61*
INDIGENT MEDICAL SERVICES			
MICHAEL BARNES	2,250.00	491204	2,250.00*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
COBURN SUPPLY COMPANY INC	166.97	491070	
ECOLAB	212.47	491073	
W.W. GRAINGER, INC.	220.51	491077	
JOHNSON SUPPLY	1,345.11	491083	
M&D SUPPLY	170.12	491086	
ACE IMAGEWEAR	229.45	491096	
AT&T	1,188.58	491103	
TIME WARNER COMMUNICATIONS	146.48	491112	
WORTH HYDROCHEM	265.00	491119	
CENTERPOINT ENERGY RESOURCES CORP	4,881.16	491144	
FIRETROL PROTECTION SYSTEMS, INC.	12,020.00	491153	
QUINCY COMPRESSOR LLC	225.00	491173	
CAVENDER'S BOOT CITY	702.75	491174	
FUNCTION 4 LLC	31.00	491183	21,804.60*
MAINTENANCE-PORT ARTHUR			
JOHNSTONE SUPPLY	99.00	491061	
ALL-PHASE ELECTRIC SUPPLY	498.23	491071	
HOWARD'S AUTO SUPPLY	105.25	491121	
SOLAR	132.60	491133	
TEXAS GAS SERVICE	505.09	491138	
COWBOY POWERSPORTS	390.48	491146	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	270.00	491154	
PARKER LUMBER	4.29	491161	
NORTHERN TOOL AND EQUIPMENT	154.99	491165	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	11.85	491175	
FUNCTION 4 LLC	93.00	491183	
BE'S SMALL ENGINE SERVICES	140.00	491191	2,404.78*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	109.51	491069	
AT&T	712.62	491103	
W. JEFFERSON COUNTY M.W.D.	45.93	491118	
FUNCTION 4 LLC	31.00	491183	899.06*
SERVICE CENTER			
SPIDLE & SPIDLE	9,151.18	491059	
J.K. CHEVROLET CO.	915.77	491081	
MUNRO'S	259.56	491087	
PHILPOTT MOTORS, INC.	363.26	491093	
JEFFERSON CTY. TAX OFFICE	7.50	491123	
JEFFERSON CTY. TAX OFFICE	7.50	491124	
JEFFERSON CTY. TAX OFFICE	7.50	491125	
JEFFERSON CTY. TAX OFFICE	7.50	491126	
BUMPER TO BUMPER	135.33	491143	
AIRPORT GULF TOWING LLC	125.00	491145	
LIBERTY TIRE RECYCLING LLC	561.55	491155	
MIGHTY OF SOUTHEAST TEXAS	282.28	491163	
ADVANCE AUTO PARTS	16.24	491169	
FUNCTION 4 LLC	31.00	491183	11,871.17*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	4.82	491130	
FUNCTION 4 LLC	62.00	491183	66.82*
			446,461.15**
MOSQUITO CONTROL FUND			
AT&T	34.61	491103	
TIME WARNER COMMUNICATIONS	65.83	491109	
FUNCTION 4 LLC	31.00	491183	131.44**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	491183	31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,131.50	491197	1,131.50**
LAW LIBRARY FUND			

PGM: GMCOMMV2	DATE		PAGE: 7
NAME	01-11-2022	AMOUNT	CHECK NO. TOTAL
FUNCTION 4 LLC		31.00	491183 31.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER		36.45	491101
TIME WARNER COMMUNICATIONS		112.57	491111
FUNCTION 4 LLC		80.44	491183
COTTON CARGO		172.00	491193 401.46**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE		48.87	491130
UNITED STATES POSTAL SERVICE		148.07	491131 196.94**
JEFF. CO. WOMEN'S CENTER			
CENTERPOINT ENERGY RESOURCES CORP		93.58	491144
WASTEWATER TRANSPORT SERVICES LLC		269.25	491172
FUNCTION 4 LLC		62.00	491183 424.83**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC		31.00	491183 31.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC		31.00	491183 31.00**
LAW OFFICER TRAINING GRT			
ENTERGY		202.90	491079 202.90**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.		88.49	491067
AT&T		121.89	491103
FUNCTION 4 LLC		136.95	491183 347.33**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC		62.00	491183 62.00**
CAPITAL PROJECTS FUND			
FREESE AND NICHOLS, INC		10,560.00	491202 10,560.00**
2012 REFUNDING BONDS			
HILLTOP SECURITIES ASSET MANAGEMENT		1,400.00	491189 1,400.00**
2019 CERTIFICATES OBLIG			
HILLTOP SECURITIES ASSET MANAGEMENT		1,400.00	491189 1,400.00**
AIRPORT FUND			
CITY OF NEDERLAND		441.39	491069
FUNCTION 4 LLC		62.00	491183 503.39**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC		195,658.41	491185
CORLISS R RANDLE		18,225.00	491190
UNITED HEALTHCARE SERVICES INC		93,554.47	491195 307,437.88**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING		14,615.00	491037
CLEAT		288.00	491038
JEFFERSON CTY. TREASURER		13,210.57	491039
RON STADTMUELLER - CHAPTER 13		182.31	491040
INTERNAL REVENUE SERVICE		208.00	491041
JEFFERSON CTY. ASSN. OF D.S. & C.O.		3,980.00	491042

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. COMMUNITY SUP.	7,742.84	491043	
JEFFERSON CTY. TREASURER - HEALTH	538,837.72	491044	
JEFFERSON CTY. TREASURER - PAYROLL	1,939,047.31	491045	
JEFFERSON CTY. TREASURER - PAYROLL	59,360.20	491046	
JEFFERSON CTY. TREASURER - PAYROLL	702,108.01	491047	
MONY LIFE INSURANCE OF AMERICA	72.54	491048	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,960.58	491049	
JEFFERSON CTY. TREASURER - TCDRS	795,315.14	491050	
JEFFERSON COUNTY TREASURER	2,808.89	491051	
JEFFERSON COUNTY - TREASURER -	8,133.52	491052	
NECHES FEDERAL CREDIT UNION	34,768.16	491053	
JEFFERSON COUNTY - NATIONWIDE	61,738.75	491054	
INVESCO INVESTMENT SERVICES, INC	1,094.99	491055	
NORTH CAROLINA DEPT OF REVENUE	168.12	491056	
			4,185,640.65**
MARINE DIVISION			
CITY OF NEDERLAND	21.40	491069	
			21.40**
			4,959,389.41***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	294.70	491458	294.70**
ROAD & BRIDGE PCT.#1			
RB EVERETT & COMPANY, INC.	387.50	491233	
MID-COUNTY ALTERNATOR	220.00	491258	
MUNRO'S	61.70	491261	
SCOOTER'S LAWNMOWERS	231.25	491273	
S.E. TEXAS BUILDING SERVICE	325.00	491276	
SOUTHEAST TEXAS WATER	7.00	491277	
DEPARTMENT OF INFORMATION RESOURCES	.09	491304	
MARTIN PRODUCT SALES LLC	126.00	491354	
LD CONSTRUCTION	6,419.62	491371	
GOLDEN TRIANGLE GLASS CO	274.80	491376	
DOGGETT HEAVY MACHINERY LLC	490.61	491381	
ADVANCE AUTO PARTS	276.26	491395	
INDUSTRIAL TRAFFIC SOLUTIONS	516.85	491413	
PT HYDRAULICS, LLC	1,205.20	491461	10,541.88**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	3,030.41	491212	
CITY OF NEDERLAND	67.87	491224	
ENTERGY	548.14	491242	
THE MUFFLER SHOP	14.00	491260	
MUNRO'S	40.00	491261	
S.E. TEXAS BUILDING SERVICE	346.66	491276	
AT&T	102.63	491282	
W. JEFFERSON COUNTY M.W.D.	27.67	491293	
ATTAPOY TERMITE & PEST CONTROL	64.89	491373	
CY-FAIR TIRE	483.79	491442	4,726.06**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	54.14	491223	
FARM & HOME SUPPLY	36.40	491234	
MUNRO'S	94.15	491261	
OFFICE DEPOT	288.82	491264	
RITTER @ HOME	162.33	491270	
MATHESON TRI-GAS	85.72	491292	
SOUTHERN TIRE MART, LLC	677.92	491298	
HOWARD'S AUTO SUPPLY	22.99	491300	
DEPARTMENT OF INFORMATION RESOURCES	.06	491304	
TEXAS GAS SERVICE	222.53	491339	
CENTERPOINT ENERGY RESOURCES CORP	42.49	491349	
INTERSTATE ALL BATTERY CENTER - BMT	555.75	491372	
SILSBEE FORD INC	1,244.42	491403	
A-1 MAIDA FENCE COMPANY	1,050.00	491415	4,537.72**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - LANDFILL	270.00	491217	
ENTERGY	17.65	491242	
MUNRO'S	197.72	491261	
SOUTHEAST TEXAS WATER	46.95	491279	
AT&T	82.36	491282	
DEPARTMENT OF INFORMATION RESOURCES	.06	491304	
US POSTAL SERVICE	148.00	491328	
TEXAS CONFERENCE OF URBAN COUNTIES	425.00	491334	
INTERSTATE ALL BATTERY CENTER - BMT	243.90	491372	
JEFFERSON COUNTY CREDIT CARDS	1,173.00	491383	
FUNCTION 4 LLC	60.00	491424	
O'REILLY AUTO PARTS	305.64	491433	
GULF COAST	612.69	491444	3,582.97**
ENGINEERING FUND			
HERNANDEZ OFFICE SUPPLY, INC.	2,735.27	491248	
VERIZON WIRELESS	201.10	491315	
JEFFERSON COUNTY CREDIT CARDS	119.98	491383	
CANON SOLUTIONS AMERICA INC	159.72	491396	3,216.07**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	51.34	491242	51.34**
GENERAL FUND			
JEFFERSON CTY CHILD WELFARE BOARD	470.27	491367	470.27*
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.13	491304	
UNITED STATES POSTAL SERVICE	1,727.12	491320	
JEFFERSON COUNTY CREDIT CARDS	42.89	491383	1,770.14*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.51	491320	2.51*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	5.53	491320	5.53*
COUNTY CLERK			
OFFICE DEPOT	239.66	491264	
UNITED STATES POSTAL SERVICE	168.44	491320	408.10*
COUNTY JUDGE			
LOU ANNE GARDNER ATTORNEY AT LAW	500.00	491303	
UNITED STATES POSTAL SERVICE	2.55	491320	
KIMBERLY PHELAN, P.C.	500.00	491352	
LEXISNEXIS- ACCURINT	96.54	491375	
SNIDER LAW FIRM PLLC	500.00	491404	1,599.09*
RISK MANAGEMENT			
KRISTEN HANCOCK	64.93	491330	64.93*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	113.87	491320	113.87*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	2.92	491320	2.92*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	491208	
BALBOA CO., INC.	13,329.80	491218	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	491290	
INTERFACE EAP	1,335.15	491297	
ADVANCED STAFFING	78.00	491299	
JEFFERSON COUNTY CREDIT CARDS	41.16	491383	
K2 TOWERS III, LLC	2,435.00	491462	19,944.11*
DATA PROCESSING			
JEFFERSON COUNTY CREDIT CARDS	544.42	491383	544.42*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	9.22	491320	9.22*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	23.98	491264	
UNITED STATES POSTAL SERVICE	268.38	491320	
JEFFERSON COUNTY CREDIT CARDS	399.98	491383	692.34*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	94.22	491264	
UNITED STATES POSTAL SERVICE	64.69	491320	
TRANSUNION RISK AND ALTERNATIVE	160.00	491411	
FUNCTION 4 LLC	7,440.00	491424	7,758.91*
DISTRICT CLERK			
OFFICE DEPOT	26.63	491264	
TAC - TEXAS ASSN. OF COUNTIES	50.00	491286	
UNITED STATES POSTAL SERVICE	209.54	491320	
AERIALINK, LLC	189.77	491455	475.94*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	7.79	491320	7.79*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	15.05	491320	15.05*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	46.90	491323	46.90*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.76	491320	
LEXIS-NEXIS	80.00	491321	81.76*
172ND DISTRICT COURT			
SOUTHWEST BUILDING SYSTEMS	3,811.00	491280	3,811.00*
252ND DISTRICT COURT			
JOHN D WEST	800.00	491307	
UNITED STATES POSTAL SERVICE	.92	491320	
SUMMER TANNER	727.50	491356	
JARED GILTHORPE	900.00	491407	2,428.42*
279TH DISTRICT COURT			
OFFICE DEPOT	53.98	491264	
NATHAN REYNOLDS, JR.	330.00	491269	
DONEANE E. BECKCOM	220.00	491329	
KIMBERLY PHELAN, P.C.	3,240.00	491352	
TONYA CONNELL TOUPS	660.00	491364	
JASON ROBERT NICKS	110.00	491377	
WILLIAM FORD DISHMAN	2,365.00	491402	
ALICIA K HALL PLLC	495.00	491453	7,473.98*
317TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	491216	
LAIRO DOWDEN, JR.	1,050.00	491228	
WENDELL RADFORD	350.00	491268	
MATUSKA LAW FIRM	1,050.00	491405	
THE PARDUE LAW FIRM, PLLC	850.00	491452	3,625.00*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	8.39	491264	
UNITED STATES POSTAL SERVICE	22.80	491320	
CLASSIC FORMS AND PRODUCTS	120.00	491341	
LEXISNEXIS- ACCURINT	96.54	491375	247.73*
JUSTICE COURT-PCT 1 PL 2			
TEXAS STATE UNIVERSITY SAN MARS	260.00	491281	
UNITED STATES POSTAL SERVICE	13.18	491320	
LEXISNEXIS- ACCURINT	96.54	491375	369.72*
JUSTICE COURT-PCT 2			

NAME	AMOUNT	CHECK NO.	TOTAL
TAC - TEXAS ASSN. OF COUNTIES	35.00	491285	35.00*
JUSTICE COURT-PCT 4			
AT&T	82.37	491283	
DEPARTMENT OF INFORMATION RESOURCES	.12	491304	82.49*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	28.67	491320	
LEXISNEXIS- ACCURINT	96.54	491375	
DIRECTV, LLC	75.47	491464	200.68*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.25	491304	
LEXISNEXIS- ACCURINT	96.54	491375	96.79*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT	816.34	491264	
LEXISNEXIS- ACCURINT	96.54	491375	912.88*
COUNTY COURT AT LAW NO.1			
TAMARA DEROUEN	262.50	491296	
UNITED STATES POSTAL SERVICE	1.84	491320	
SIERRA SPRING WATER CO. - BT	65.92	491322	330.26*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	650.00	491209	
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	491255	
OFFICE DEPOT	83.84	491264	
MARVA PROVO	300.00	491267	
JOHN D WEST	300.00	491307	
UNITED STATES POSTAL SERVICE	17.52	491320	
SIERRA SPRING WATER CO. - BT	48.86	491324	
THE SAMUEL FIRM, PLLC	300.00	491439	2,200.22*
COUNTY COURT AT LAW NO. 3			
PETER DOYLE	250.00	491229	
UNITED STATES POSTAL SERVICE	.53	491320	
SIERRA SPRING WATER CO. - BT	42.91	491326	
KIMBERLY PHELAN, P.C.	650.00	491352	
THE SAMUEL FIRM, PLLC	250.00	491439	1,193.44*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.53	491320	
BUDDIE J HAHN	626.98	491446	627.51*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	6.13	491320	
JEFFERSON COUNTY CREDIT CARDS	3,880.32	491383	3,886.45*
SHERIFF'S DEPARTMENT			
RAY ALLEN MFG. CO., INC.	47.99	491211	
EQUINE MEDICINE & SURGERY	70.00	491232	
FED EX	28.78	491236	
ENTERGY	657.35	491242	
HARBOR FREIGHT TOOLS	691.86	491247	
KIRKSEY'S SPRINT PRINTING	49.90	491253	
MCNEILL INSURANCE AGENCY	71.00	491257	
MOORMAN & ASSOCIATES, INC.	2,040.00	491259	
OFFICE DEPOT	1,403.25	491264	
AT&T	136.84	491282	
CDW COMPUTER CENTERS, INC.	15.14	491302	
DEPARTMENT OF INFORMATION RESOURCES	537.34	491304	
UNITED STATES POSTAL SERVICE	1,011.21	491320	

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	506.70	491331	
ROSS RIDGE SAND COMPANY LP	580.00	491362	
JEFFERSON COUNTY CREDIT CARDS	434.90	491383	
COBAN TECHNOLOGIES INC	1,925.00	491385	
RITA HURT	3,575.00	491388	
TRANSUNION RISK AND ALTERNATIVE	575.00	491411	
GALLS LLC	283.90	491416	
3L PRINTING COMPANY	25.00	491418	
IAFCI	80.00	491423	
TND WORKWEAR CO LLC	599.75	491425	
EPIC BUSINESS ESSENTIALS, LLC	271.15	491450	
NEIGHBORHOOD VETERINARY CENTERS	69.12	491451	
AUSTIN FREEMAN	40.00	491463	
			15,726.18*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	242.22	491214	
FED EX	45.58	491237	
FISHER SCIENTIFIC	20.68	491238	
IACT	50.00	491249	
OFFICE DEPOT	35.79	491264	
HENRY SCHEIN, INC.	151.69	491272	
SOUTHEAST TEXAS WATER	109.85	491278	
VERIZON WIRELESS	37.99	491314	
CLAN LAB INVESTIGATING CHEMISTS	200.00	491337	
CLEAN HARBORS ENVIRONMENTAL SERVICE	78.16	491340	
CAYMAN CHEMICAL COMPANY	104.00	491378	
MYSTAIRE INC	2,500.65	491389	
ASSOC OF FIREARMS&TOOLMARK EXAMINER	200.00	491390	
			3,776.61*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	1,538.24	491205	
JOHNSTONE SUPPLY	38.56	491213	
BOB BARKER CO., INC.	138.47	491219	
BEAUMONT TRACTOR COMPANY	6,366.15	491220	
CITY OF BEAUMONT - WATER DEPT.	16.00	491222	
DELL MARKETING L.P.	41.00	491227	
ECOLAB	576.74	491230	
W.W. GRAINGER, INC.	407.35	491240	
HERNANDEZ OFFICE SUPPLY, INC.	1,701.73	491248	
JACK BROOKS REGIONAL AIRPORT	3,022.90	491250	
M&D SUPPLY	308.54	491254	
MAVERICK COMMUNICATIONS, INC.	6,303.64	491256	
OFFICE DEPOT	40.08	491264	
AT&T	1,422.97	491282	
WORTH HYDROCHEM	342.00	491294	
CDW COMPUTER CENTERS, INC.	1,526.82	491302	
DEPARTMENT OF INFORMATION RESOURCES	4.55	491304	
LOWE'S HOME CENTERS, INC.	1,877.66	491332	
STANLEY SHIPPER	233.86	491343	
PETROLEUM SOLUTIONS, INC.	33.00	491346	
UNITED RENTALS	120.53	491350	
MARK ELLIS	224.60	491355	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	190.00	491369	
WORLD FUEL SERVICES	5,457.94	491374	
JEFFERSON COUNTY CREDIT CARDS	129.43	491383	
SAM'S CLUB DIRECT	550.50	491392	
MATERA PAPER COMPANY INC	12,893.71	491398	
24 HR SAFETY LLC	30.00	491406	
GALLS LLC	2,001.85	491416	
TND WORKWEAR CO LLC	329.50	491425	
CORRHEALTH LLC	34,411.88	491430	
LASALLE CORRECTIONS VI LLC	40,920.00	491434	
TRINITY SERVICES GROUP INC	57,770.52	491443	
EPIC BUSINESS ESSENTIALS, LLC	249.57	491450	
LYON PLUMBING	575.00	491460	
			181,795.29*
JUVENILE PROBATION DEPT.			
FED EX	59.46	491235	
EDWARD B. GRIPON, M.D., P.A.	450.00	491241	
LARONDA TURNER	156.80	491265	

NAME	AMOUNT	CHECK NO.	TOTAL
CHERYL TARVER	67.20	491295	
UNITED STATES POSTAL SERVICE	2.37	491320	
LEXISNEXIS MATTHEW BENDER	474.21	491333	
LATRICIA COLEMAN	140.56	491335	
SHANNA CITIZEN	75.04	491336	
TANISHA GRIFFIN	255.64	491410	
ROXANA MITCHELL	327.04	491417	
SUMMER KENNERSON	30.80	491422	
SHERONDA LEE	38.08	491428	
EDWIN JAY FRANK	152.88	491431	
TRISH DAVIS	115.36	491436	
JAMIE GROGAN	228.48	491449	
BRENDA WOOD	112.00	491454	
JUVENILE DETENTION HOME			2,685.92*
FLOWERS FOODS	126.17	491344	
BEN E KEITH FOODS	5,995.34	491345	
VANSHECA SANDERS-CHEVIS	400.00	491358	
AMERICAN RED CROSS	64.00	491414	
CONSTABLE PCT 1			6,585.51*
UNITED STATES POSTAL SERVICE	25.61	491320	
JEFFERSON COUNTY CREDIT CARDS	285.00	491383	
CONSTABLE-PCT 2			310.61*
JEFFERSON CTY. PEACE OFFICERS ASSOC	105.00	491207	
TAC - TEXAS ASSN. OF COUNTIES	35.00	491287	
TAC - TEXAS ASSN. OF COUNTIES	130.00	491288	
CONSTABLE-PCT 4			270.00*
AT&T	41.18	491282	
DISH NETWORK	82.69	491359	
CONSTABLE-PCT 6			123.87*
UNITED STATES POSTAL SERVICE	2.31	491320	
LEXISNEXIS- ACCURINT	96.54	491375	
JEFFERSON COUNTY CREDIT CARDS	25.98	491383	
CONSTABLE PCT. 7			124.83*
DEPARTMENT OF INFORMATION RESOURCES	.12	491304	
CONSTABLE PCT. 8			.12*
THOMSON REUTERS-WEST	602.00	491399	
COUNTY MORGUE			602.00*
SALAM INTERNATIONAL	2,708.62	491305	
AGRICULTURE EXTENSION SVC			2,708.62*
STARLA B. GARLICK	625.26	491206	
EPSILON SIGMA PHI	80.00	491231	
OFFICE DEPOT	61.33	491264	
DISTRICT 9 TAE 4-HA	110.00	491327	
DAVID OATES	45.36	491419	
IMAGE 360 BEAUMONT	20.00	491432	
CORENA N FITZGERALD	70.72	491441	
HEALTH AND WELFARE NO. 1			1,012.67*
TEXAS MEDICAL ASSOCIATION, INC.	386.50	491291	
UNITED STATES POSTAL SERVICE	78.55	491320	
LEXISNEXIS- ACCURINT	136.50	491375	
JEFFERSON COUNTY CREDIT CARDS	219.78	491383	
NUANCE COMMUNICATIONS, INC	118.50	491440	
HEALTH AND WELFARE NO. 2			939.83*

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	140.00	491246	
TEXAS MEDICAL ASSOCIATION, INC.	386.50	491291	
LEXISNEXIS- ACCURINT	136.50	491375	
JEFFERSON COUNTY CREDIT CARDS	169.83	491383	
NUANCE COMMUNICATIONS, INC	118.50	491440	951.33*
NURSE PRACTITIONER			
LESLIE RIGGS	30.00	491409	30.00*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.02	491304	.02*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	491365	
CARDINAL HEALTH 110 INC	67,310.32	491401	
TDS OPERATING INC	253.00	491429	
CORLISS R RANDLE	1,200.00	491437	72,536.32*
MAINTENANCE-BEAUMONT			
W.W. GRAINGER, INC.	63.30	491240	
JOHNSON SUPPLY	367.39	491252	
M&D SUPPLY	609.12	491254	
SANITARY SUPPLY, INC.	2,022.21	491271	
ACE IMAGEWEAR	208.40	491275	
S.E. TEXAS BUILDING SERVICE	25,381.80	491276	
DEPARTMENT OF INFORMATION RESOURCES	531.41	491304	
TEXAS FIRE & COMMUNICATIONS	105.00	491306	
ATTABoy TERMITE & PEST CONTROL	216.05	491373	
TRIANGLE ART & FRAME	1,189.76	491459	30,694.44*
MAINTENANCE-PORT ARTHUR			
BETA TECHNOLOGY	158.50	491221	
ALL-PHASE ELECTRIC SUPPLY	376.01	491226	
S.E. TEXAS BUILDING SERVICE	8,774.98	491276	
DEPARTMENT OF INFORMATION RESOURCES	1.14	491304	
PARKER LUMBER	35.78	491380	
JEFFERSON COUNTY CREDIT CARDS	54.26	491383	
ALPHAGRAPHICS	108.25	491457	9,437.36*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	30.93	491224	
ENTERGY	1,888.63	491242	
RITTER @ HOME	42.36	491270	
ACE IMAGEWEAR	127.48	491275	
S.E. TEXAS BUILDING SERVICE	4,341.67	491276	
TIME WARNER COMMUNICATIONS	49.94	491289	
LOWE'S HOME CENTERS, INC.	26.83	491332	
ATTABoy TERMITE & PEST CONTROL	74.16	491373	6,582.00*
SERVICE CENTER			
ACTION AUTO GLASS	39.95	491210	
SPIDLE & SPIDLE	10,350.33	491212	
THE MUFFLER SHOP	35.00	491260	
PHILPOTT MOTORS, INC.	183.07	491266	
AT&T	68.42	491282	
FASTENAL	128.04	491301	
JEFFERSON CTY. TAX OFFICE	7.50	491308	
JEFFERSON CTY. TAX OFFICE	7.50	491309	
JEFFERSON CTY. TAX OFFICE	7.50	491310	
JEFFERSON CTY. TAX OFFICE	7.50	491311	
JEFFERSON CTY. TAX OFFICE	7.50	491312	
VOYAGER FLEET SYSTEM, INC.	19,748.85	491342	
BUMPER TO BUMPER	40.95	491348	
ROBERT'S TEXACO XPRESS LUBE	126.00	491368	
MIGHTY OF SOUTHEAST TEXAS	540.12	491386	
CINTAS CORPORATION	74.94	491420	31,373.17*
			429,802.07**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	365.11	491242	
MUNRO'S	287.76	491261	
SETZER HARDWARE, INC.	154.35	491274	
PARKER LUMBER	109.70	491380	
O'REILLY AUTO PARTS	197.55	491433	
CY-FAIR TIRE	24.50	491442	
			1,138.97**
BREATH ALCOHOL TESTING			
ALDINGER COMPANY	173.00	491397	
			173.00**
J.C. FAMILY TREATMENT			
KELLY WEBSTER	47.97	491357	
JEFFERSON COUNTY CREDIT CARDS	361.55	491383	
			409.52**
SECURITY FEE FUND			
SMITHS DETECTION	2,600.00	491393	
ALLIED UNIVERSAL SECURITY SERVICES	9,242.67	491447	
			11,842.67**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	1,219.90	491383	
			1,219.90**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.10	491313	
MARSH WATERPROOFING, INC.	13,500.00	491318	
			13,565.10**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	396.53	491264	
DEPARTMENT OF INFORMATION RESOURCES	64.35	491304	
UNITED STATES POSTAL SERVICE	74.68	491320	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	491365	
JCCSC	320.00	491384	
SAM'S CLUB DIRECT	123.08	491392	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	491412	
STRIDES YOUTH SERVICES, INC	425.00	491465	
			8,439.64**
JEFF. CO. WOMEN'S CENTER			
ENTERGY	72.52	491243	
			72.52**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	48.22	491254	
			48.22**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	716.00	491408	
			716.00**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	330.87	491264	
JEFFERSON COUNTY CREDIT CARDS	56.99	491383	
			387.86**
COUNTY RECORDS MANAGEMENT			
TYLER TECHNOLOGIES INC	65,961.00	491445	
HHM & ASSOCIATES, INC.	14,995.00	491456	
			80,956.00**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	179.45	491254	
MUNRO'S	148.95	491261	
DEPARTMENT OF INFORMATION RESOURCES	3.15	491304	
UNITED STATES POSTAL SERVICE	3.56	491320	
LA RUE ROUGEAU	176.40	491360	
JOSEPH SEMIEN	24.38	491361	
			535.89**
C O SERIES 2019 PROJECTS			

NAME	AMOUNT	CHECK NO.	TOTAL
JOHNSON CONTROLS, INC.	11,399.00	491251	11,399.00**
AIRPORT FUND			
FJORD AVIATION FUELING	89.12	491215	
W.W. GRAINGER, INC.	853.19	491240	
ENTERGY	12,108.48	491245	
MUNRO'S	98.98	491261	
OFFICE DEPOT	78.06	491264	
SANITARY SUPPLY, INC.	307.31	491271	
AT&T	371.22	491282	
UNITED STATES POSTAL SERVICE	1.06	491320	
LOWE'S HOME CENTERS, INC.	296.45	491332	
CBA LIGHTING & CONTROLS	1,487.85	491347	
CRAWFORD ELECTRIC SUPPLY COMPANY	33.54	491394	
TITAN AVIATION FUELS	1,495.00	491435	17,220.26**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	25,182.00	491379	
SILSBEE FORD INC	27,927.00	491403	53,109.00**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	24,569.63	491351	
RELIANCE STANDARD LIFE INSURANCE	6,248.44	491353	
EXPRESS SCRIPTS INC	100,745.95	491427	
NEUROMUSCULAR CORPORATE SOLUTIONS	18,225.00	491438	149,789.02**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	9,687.00	491391	9,687.00**
SHERIFF'S FORFEITURE FUND			
VIGILANT SOLUTIONS LLC	280.00	491421	
COVENANT TACTICAL LLC	5,365.00	491448	5,645.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,400.00	491366	1,400.00**
MARINE DIVISION			
COCOMO JOE'S	900.00	491225	
GT DISTRIBUTORS, INC.	42.86	491239	
W.W. GRAINGER, INC.	281.93	491240	
ENTERGY	88.16	491242	
JACK BROOKS REGIONAL AIRPORT	371.72	491250	
OFFICE DEPOT	79.46	491264	
RITTER @ HOME	285.06	491270	
AT&T	88.12	491282	
SUN COAST RESOURCES, INC.	14,724.95	491284	
VERIZON WIRELESS	531.86	491317	
SIERRA SPRING WATER CO. - BT	71.42	491325	
STEPHEN TERRELL	125.25	491338	
THE DINGO GROUP-PETE JORGENSON MARI	24.80	491363	
WATSON PROPELLER	220.00	491370	
ATTABOY TERMITE & PEST CONTROL	56.67	491373	
JEFFERSON COUNTY CREDIT CARDS	285.00	491383	
NIGHT FLIGHT CONCEPTS INC	370.00	491387	
GALLS LLC	196.00	491416	
VECTOR SECURITY	39.95	491426	18,783.21**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	491316	114.39**
			843,404.98***

**AGENDA ITEM****January 11, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file Local Government Assistance Program-Beaumont District FY 2022 for materials supplied to the County by Texas Department of Transportation (TxDOT) for repairing and maintaining roads pursuant to Transportation Code Sec. 201.706.



**Local Government Assistance Program
Beaumont District
FY 2022**

MATERIAL REQUEST

The allocated value of materials for Jefferson County for FY 2022 is \$25,075.

TxDOT will provide Mixed RAP valued at \$5/CY to fulfill the county's allotment. Please indicate the county's choices below, sign and date, and return by email within 45 days to complete the county's written request for the material.

The document may be electronically signed and dated.

LOCATION	PRECINCT	QUANTITY REQUESTED (CY)
FM 365 @ US 90 NW Beaumont MNT 1,289 CY Available	Precinct 1	
	Precinct 2	
	Precinct 3	
	Precinct 4	
FM 365 @ US 90 SE Beaumont MNT 350 CY Available	Precinct 1	
	Precinct 2	
	Precinct 3	
	Precinct 4	
US 69 @ Sulphur Plant Rd Beaumont MNT 3,300 CY Available	Precinct 1	
	Precinct 2	
	Precinct 3	
	Precinct 4	
FM 3514 @ SP 93 Port Arthur MNT 400 CY Available	Precinct 1	
	Precinct 2	
	Precinct 3	
	Precinct 4	
TOTAL:		
		SHOULD = 5,015

Requested by Jefferson County:

Jeff Branick, County Judge

Date

1.17.2022



8350 EASTEX FREEWAY, BEAUMONT, TEXAS 77708 | 409.892.7311 | WWW.TXDOT.GOV

December 30, 2021

The Honorable Jeff Branick
 Judge of Jefferson County
 1149 Pearl Street
 Beaumont, Texas 77701

SENT VIA EMAIL

RE: 2022 Local Government Assistance Program

Dear Judge Branick:

The Texas Department of Transportation (TxDOT) provides materials to the counties every year through the Local Government Assistance Program (**TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule §29.3**). The rules for this program were established based on Transportation Code §201.706, Local Government Assistance in 1997, which requires TxDOT to provide materials to the counties to assist in repairing and maintaining county roads damaged by the impact of the 2060 Weight Tolerance permits.

This legislation requires that at least \$6,000,000 worth of materials be provided each year to counties in the state, which should be primarily satisfied by surplus materials. New material may be purchased only if surplus material is unavailable or if haulage costs are prohibitive. TxDOT has an adequate supply of surplus material that will be available to your county this year; therefore, it will not be necessary to purchase materials to fulfill the commitment.

Program Allocation Method

- 65% is based on the county's percentage of statewide Weight Tolerance permits
- 20% is based on the county's percentage of statewide county road vehicle miles
- 15% is based on the county's percentage of statewide lane miles of county roads

The allocated value of materials for Jefferson County for FY 2022 is **\$25,075**. TxDOT will provide 5,015 CY of Mixed RAP valued at \$5/CY to fulfill the county's allotment. The material is located at FM 365 @ US 90 NW, FM 365 @ US 90 SE, US 69 @ Sulphur Plant Road and FM 3514 @ SP 93.

Please complete the attached form with the quantity assigned to each precinct and return within 45 days to serve as the county's written request for the material.

When we receive the signed form, TxDOT will notify the commissioners to begin hauling material. The precincts are required to provide haul tickets detailing the number of cubic yards for each load. For material hauled from the first three locations covered by Beaumont Maintenance, the tickets should be mailed or delivered to Beaumont Maintenance Supervisor Kevin Emerson at 8450 Eastex Freeway, Beaumont, TX 77708. He may be reached at (409) 924-6537 to discuss the arrangements.

The Honorable Jeff Branick

Page 2

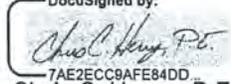
December 30, 2021

For material hauled from the FM 3514 @ SP 93 location covered by Port Arthur Maintenance, the tickets should be mailed or delivered to Port Arthur Maintenance Supervisor Carl Ray at 6101 Twin City Highway, Port Arthur, TX 77642. He may be reached at (409) 722-4694 to discuss the arrangements.

All material must be received by Jefferson County prior to April 30, 2022.

If modification to the agreement or additional information is needed, please feel free to contact me at (409) 898-5787 or Debbie Hallam at (409) 898-5855.

Sincerely,

DocuSigned by:

7AE2ECC9AFE84DD
Chris C. Henry, P.E.
Director of Maintenance
Beaumont District

Enclosure

cc: Patrick Ryan, P.E., Interim Beaumont Area Engineer
Kevin Emerson, Beaumont Maintenance Supervisor
Carl Ray, Port Arthur Maintenance Supervisor

**AGENDA ITEM****January 11, 2022**

Consider, possibly approve, authorize the County Judge to receive and file Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects, Identifier 20-065-121-C865 for the Ditch 110-B project.



U.S. Department of Housing and Urban
Development

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Project Name: Ditch 110-B Clean Out

Responsible Entity: Jefferson County

Grant Recipient (if different than Responsible Entity): Jefferson County

State/Local Identifier: 20-065-121-C865

Preparer: Future Link Technologies, Inc.

Certifying Officer Name and Title: Jeff Branick, Judge

Consultant (if applicable):

Direct Comments to: Jeff Branick, Judge
1149 Pearl Street
Beaumont, TX 77701

Project Location:

Behind 2750 S. Eighth Street, Beaumont, TX 77705

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The Ditch 110-B project is a drainage project that will repair a damaged section of the ditch by replacing the failed concrete walls and bottom with a pre-case concrete box culvert. The culvert will be larger and will convey more floodwaters than the existing ditch. Additionally, the downstream end of the ditch will be reconstructed to provide better transition in the receiving stream. Fencing will have to be removed and replaced. Approximately 500 - 680 linear feet of the ditch will be repaired and improved. No acquisition is expected to occur with this project. None of the area is located within the 100-year floodplain.

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:

The County's primary overall goal is to provide communities to access to safe, improved infrastructure. This supports the availability and accessibility of a suitable living environment and helps to improve economic development. Installing a larger culvert and realigning the concrete

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58
Ditch 110-B Clean Out**

slope paving on Ditch No. 110-B will promote sustainable long-term recovery by putting in place additional access for future maintenance and provide better flow conveyance for future flood flows. The Ditch No. 110-B project uses adaptable technology by utilizing pre-cast box culverts, which fit in the narrow right-of-way and yet still convey the flood flows. Due to the structural stability of the culverts, the project is reliable with regards to long-term life and supporting adjacent structures.

Existing Conditions and Trends [24 CFR 58.40(a)]:

The surrounding community is primarily residential. However, the drain runs behind an area of businesses that struggle with flooding in the area during significant rain events. The storms of the past have taken their toll on the existing drain. A portion of the drain is lined with broken cement and significant erosion is occurring from the failing drain containment. With a 2020 population of 115,141, it is the 34th largest city in Texas and the 256th largest city in the United States . Spanning over 85 miles, Beaumont has a population density of 1,398 people per square mile. The proposed activities will address the growing need for community safety and environmental protection.

Funding Information

Grant Number	HUD Program	Funding Amount
20-065-121-C865	CDBG – Disaster Recovery	\$851,160

Estimated Total HUD Funded Amount: \$851,160

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:\$851,160

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is in compliance with this item. There are no airport hazards (runway clear

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58
Ditch 110-B Clean Out**

24 CFR Part 51 Subpart D		zones and clear zones/accident potential zones) within 2,500 feet of the project area. There are no military airports within 5 miles of the project site. See Tab 6, Attachment 1
<p>Coastal Barrier Resources</p> <p>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project is in compliance with this item. The project is not located within a CBRS area as reflected in the Texas General Land Office mapping in Tab 6, Attachment 2. The project is in compliance with this item.</p>
<p>Flood Insurance</p> <p>Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project is in compliance with this item. The project does not involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property. This property is County owned where improvements to the existing drainage system is planned. The City of Beaumont and the County participates in the NIFP program. According to the FEMA Flood panel # 485457004D, the site is located in Zone X – and is not located within a 100-year floodplain. See Tab 6, Attachment 3.</p>
<p>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5</p>		
<p>Clean Air</p> <p>Clean Air Act, as amended, particularly section 176© & (d); 40 CFR Parts 6, 51, 93</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project is in compliance with this item. The project does not involve new construction. The site is located within a Nonattainment Area. According to TCEQ Air Quality research there are no Sites listed on the Air Pollutant Watch List. The activities are consistent with the current air quality conditions. See Tab 6, Attachment 4.</p>
<p>Coastal Zone Management</p> <p>Coastal Zone Management Act, sections 307© & (d)</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project is in compliance with this item. The proposed project area is located within a Coastal Management Zone but is not within a protected Coastal Barrier Resource Area. No impact is expected. The project falls under the CMP Consistency determination, item #5. See Tab 6, Attachment 5.</p>

**Environmental Assessment
 Determinations and Compliance Findings for HUD-assisted Projects
 24 CFR Part 58
 Ditch 110-B Clean Out**

<p>Contamination and Toxic Substances</p> <p>24 CFR Part 50.3(i) & 58.5(i)(2)</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project is in compliance with this item. The project is in compliance with this item. A review of state and federal tracked data regarding contamination and toxics was completed. This included a review of Texas Commission on Environmental Quality (TCEQ) Central Registry database which tracks all of the state's hazardous materials data as well as the EPA's Environmental tracking systems like Envirofacts and NEPAssist, and Cleanups in my Community, no sites were identified that will impact the project. The sites were mapped in Accordance with HUD regulatory review distances to determine if impact is possible. Site contamination & toxic substance evaluation of nearby facilities is as follows:</p> <p>Federal – EPA</p> <p>Regulatory agencies were researched regarding possible hazardous waste sites within proximity of the project site area. EPA NEPAssist database research indicates no Superfunds, Brownfields, Water dischargers, Air Emissions or Toxic Release sites, No RCRA at or near the site or corrective actions site located within 1 mile of the project locations site area. According to the National Priorities List (NPL), <u>National Priorities List (NPL) Sites - by State Superfund US EPA</u> there no sites within 1 mile of the site for Jefferson County.</p> <p>TCEQ and local databases</p> <p>TCEQ data also indicates there are no underground injection control permits, radioactive waste storage and processing permits, municipal solid waste permitted and unauthorized sites or dry cleaners remediation, innocent operators or VCP sites within .5 mile and no Superfund sites within 1 mile of the project site areas.</p>
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**Environmental Assessment
 Determinations and Compliance Findings for HUD-assisted Projects
 24 CFR Part 58
 Ditch 110-B Clean Out**

		<p>Latest TCEQ data review for hazardous waste facilities reflected no registrations at or immediately adjacent to the Project site or no corrective actions sites within 1 mile of Project areas. No impact is expected.</p> <p>TCEQ central registry tank registration data was mapped in relationship to Project area indicating no PSTs located at Project site. One LPST site was located within .5 mile of Project. GEORGE HUDSPETH INSURANCE is an inactive site cleaned up and closed in 1993.</p> <p>Additionally, no emergency response reports have occurred for the Project site area.</p> <p>See Tab 6, A-6 for a review of State and Federal Databases including NEPAassist database, National Priorities List & TCEQ Central Data Registry. See Tab 6, Attachment 6.</p>
<p>Endangered Species</p> <p>Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project is in compliance with this item. A review of the TPWD Texas Natural Diversity data for the project area reflects no surveys conducted within 5 miles of the project. The drainage improvement/expansion activities are in a previously disturbed areas within a residential area. There is minor likelihood of impact to any listed species. However, the project should incorporate BMP (best management practices) for protecting any wildlife that may enter the project area. The site should be assessed prior to construction to prevent impact to wildlife and/or listed and endangered species. In addition, if wildlife enters the project area, the project construction activities should cease in that area and resume after the animal has had a chance to exit the area. A review of the County T&E listings as well as the review of the USFWS T&E species reflects no critical</p>

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58
Ditch 110-B Clean Out**

		habitat or impact is expected to species in the area. A memo to the file has been developed to document the review. See Tab 6, Attachment 7.
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is in compliance with this item. The proposed HUD-assisted project does not include a hazardous facility nor will it include development, construction or rehab that will increase residential densities or conversion. The project is to increase the size of the existing drainage area in Beaumont in order to prevent flooding in the area. See Tab 6, Attachment 8, Worksheet
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is in compliance with this item. The project area is within an urban setting in Beaumont, Texas. No Farmland areas are located within close proximity to the project area. See Tab 6, Attachment 9.
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is in compliance with this item. According to FEMA FIRM Panel # 4584570040D, the project area is not located within a floodplain. See Tab 6, Attachment 10
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is in compliance with this item. A search of available data sources including the National Register of Historic Places, and the Texas Historical Commission Atlas was conducted. There are no historic properties located adjacent or within a 1,000 feet of the proposed project area. The project was submitted to the TSHPO on 7/5/21, approved 7/9/21. A revision was submitted regarding the location of the drainage ditch on 7/26/21, with final approval from THPO on 7/28/21. Conclusion by THC provided: Above-Ground Resources • No historic properties are present or affected by the project as proposed. However, if historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area; work can continue where no historic properties are

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58
Ditch 110-B Clean Out**

		<p>present. Please contact the THC History Programs Division at 512-463-5853 as well as GLO to consult on further actions that may be necessary to protect historic properties.</p> <p>Archeology Comments</p> <ul style="list-style-type: none"> • No identified historic properties, archeological sites, or other cultural resources are present or affected. However, if cultural materials are encountered during project activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 as well as GLO to consult on further actions that may be necessary to protect the cultural remains. <p>Using the HUD Tribal Directory Assessment Tool to identify potential tribes showing interest in HUD activities, TDAT reflects the following tribal interest in Jefferson County Alabama-Coushatta Tribe of Texas, Alabama-Quassarte Tribal Town, Coushatta Tribe of Louisiana, Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie), Oklahoma, Tonkawa Tribe of Indians of Oklahoma and Apache Tribe of Oklahoma. See Tab 6, Attachment 11.</p>
<p>Noise Abatement and Control</p> <p>Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project is in compliance with this item. Temporary increase in noise levels will occur as a result of construction. However long term increase in noise due to the building is not expected. The project is in compliance with this item.</p>
<p>Sole Source Aquifers</p> <p>Safe Drinking Water Act of 1974, as amended, particularly section 1424©; 40 CFR Part 149</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project is in compliance with this item. The proposed project does not involve new construction or land use conversion. The project is not located over a sole source aquifer. The Edwards Aquifer is the only sole source aquifer and is located in central Texas. See Tab 6, Attachment 13.</p>
<p>Wetlands Protection</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The proposed project will not involve land use conversion, major rehabilitation, or substantial improvements and is not located</p>

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58
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Executive Order 11990, particularly sections 2 and 5		immediately adjacent to or within any wetlands as identified by the National Wetlands Inventory database. See Tab 6, Attachment 14.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The only river in Texas that meets this definition of is the Rio Grande River near the Big Bend National Park. The proposed project areas are approximately 489 miles east from the easternmost portion of the Rio Grande River that is considered Wild & Scenic. See Tab 6, Attachment 15.
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is in compliance with this item. A review of the project area was conducted using the EJ View system. There are no known issues in the area; no displacements are expected from the construction activities to improve the drainage in the project area. See Tab 6, Attachment 16.

Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 & 1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58
Ditch 110-B Clean Out**

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2	The project is in conformance with local planning. The drainage in the area of the project is part of a larger system of flood control infrastructure. The drainage area is in disrepair and requires larger throughput to manage the larger volumes of water stemming from significant rain events of the recent past.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	2	A review of soils using the USGS Web Soil Survey reflects the area soils as Urban with 1% slopes. The activities are consistent with this, as it is a rehab and expansion of an existing drainage system in a local residential area. No impact is expected. Silt fencing and berming should occur where possible to prevent storm water runoff and erosion during construction.
Hazards and Nuisances including Site Safety and Noise	2	There were no hazards and nuisances observed during the site visit.
Energy Consumption	2	No additional energy consumption is expected from the improvements to drainage.

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	2	No significant employment or income patterns are expected as a result of the improved drainage.
Demographic Character Changes, Displacement	2	There is no demographic character changes or displacement expected from the improvements to the drainage area at 110-B.

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	2	There are no educational and cultural facilities located adjacent to the improvements. No impact is expected.
Commercial Facilities	2	There is no impact to commercial facilities in the area. The construction activities will occur in an easement that runs behind residential and health care services buildings.

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58
Ditch 110-B Clean Out**

Health Care and Social Services	2	The project area improvements are located behind the Spindletop Center - Daybreak Youth Services which offers Child and Youth Counseling at 2895 South 8th Street, Beaumont, TX 77701. Child and Youth Counselors provide counseling and therapy for children and teens who are in need of guidance or who are having trouble at home or at school. The activities will not negatively impact this site. It will improve drainage conditions for this facilities and other local social facilities in the area.
Solid Waste Disposal / Recycling	2	The project will ensure the proper disposal of solid waste originating from the project area.
Waste Water / Sanitary Sewers	2	The project activities will improve the drainage in the area. The wastewater lines are not expected to be impacted. However, the construction workers should take precautions to prevent impact to other infrastructure lines.
Water Supply	2	The project activities will improve the drainage in the area. The wastewater lines are not expected to be impacted. However, the construction workers should take precautions to prevent impact to other infrastructure lines.
Public Safety - Police, Fire and Emergency Medical	2	There will be no direct impact to existing public safety or emergency services facilities. The project includes improvements to an existing drain which runs behind the existing residential and other buildings between S. 7 th and S. 8 th streets in Beaumont TX. No impact to fire, police or other emergency functions is expected. However, public safety crews should be aware of activities timelines in order to facilitate traffic controls and be prepared for possible related emergencies.
Parks, Open Space and Recreation	2	There are no parks or open space/recreation areas located at the project site. The area for improved drainage structures is located behind the current residences and other buildings between S. 8 th and S 7 th streets.
Transportation and Accessibility	2	No impact to transportation or accessibility to buildings or residences is expected due to the improved drainage area. No impact is expected.

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
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Ditch 110-B Clean Out**

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	2	There are no significant or unique natural features or water resources in the area. However, the project itself is to ensure better drainage of water during significant rain events.
Vegetation, Wildlife	2	Vegetation in the area is primarily managed residential grasses. No impact is expected. No wildlife was exhibited during site visit on 2/21/21.
Other Factors		None

Additional Studies Performed:

None

Field Inspection (Date and completed by):

Latrice Hertzler 2/21/21

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]:

Texas Commission on Environmental Quality - <http://www.tceq.state.tx.us/>
Texas Water Development Board - <http://www.twdb.state.tx.us>
Texas Parks and Wildlife – <http://www.tpwd.state.tx.us>
US Fish & Wildlife – <http://fws.com/>
Texas Association of Regional Councils - <http://www.txregionalcouncil.org/index.php>
National Resource Conservation Center -<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>
Google Earth - <http://www.google.com/google earth.htm>
Federal Emergency Management Agency - <http://www.msc.fema.gov/>
Federal Aviation Administration -http://www.faa.gov/airports_airtraffic/airports/planning_capacity/npias/
Environmental Protection Agency -<http://epa.gov>
US Census – <http://www.census.gov>
Bureau of Economic Analysis – <http://www.bea.gov>
Texas General Land Office – www.glo.state.tx.us/coastal/cmp.html
Wild and Scenic Rivers in Texas - <http://www.nps.gov/rigr/planyourvisit/wildscenic.htm>
Texas Education Agency – <http://www.tea.state.tx.us/>
Texas Historical Commission - <http://www.thc.state.tx.us/>
US Housing & Urban Development – NEPASSIST - <http://www.epa.gov/oecaerth/nepa/nepassist-mapping.html>
US Housing & Urban Development - Tribal Interest Website - <http://egis.hud.gov/tdat/countyQuery.aspx?state=Texas>

List of Permits Obtained:

None

Public Outreach [24 CFR 50.23 & 58.43]:

**Environmental Assessment
Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58
Ditch 110-B Clean Out**

A Combined Notice of Finding of No Significant Impact and Intent to Request Release of Funds was posted in accordance with HUD regulations for a project identified as an Environmental Assessment. The publication was placed in _____ for a 15-day comment period on _____. _____ comments were received.

Cumulative Impact Analysis [24 CFR 58.32]:

The drainage improvements for Jefferson County has been occurring over the past ten years. The improvements are necessary due to significant storm events that cause deterioration and sediment to tear down existing drainage areas throughout the County. Drainage District 6 for Jefferson County works in Beaumont to help address flooding when it occurs. Drainage Ditch 110-B is one small area that by funded, will help the surrounding community by reducing flooding in the area.

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]

1. Moving this project to another location was considered, however, the DD6 considers this a priority area where water significantly stacks up during storm events. This location will benefit from the improvements and the funding can support the proposed improvements.
2. Using another form of material to restore the existing drainage system was considered, however, the method for construction is the most financially feasible while ensuring the improvements to the drain.

No Action Alternative [24 CFR 58.40(e)]:

No performing this improvement would not ensure human health and the environment when flooding occurs during significant storm events.

Summary of Findings and Conclusions:

- There are no negative impacts to County planning.
- There will be no negative impact to the demographic character of the community. The project is consistent with the growth of the community and supports the national objective of benefiting LMI persons with at least 51% of the beneficiaries qualifying as LMI. No displacement of citizens is expected.
- Benefits are expected for storm water systems at or near the project areas.
- No impact to fire, police or other emergency functions is expected. However, public safety crews should be aware of activities timelines in order to facilitate traffic controls and be prepared for possible related emergencies.
- Contractor will incorporate BMPS to minimize adverse impacts for soils to preserve the existing natural and beneficial values including but not limited to silt fencing and berming.
- Construction activities and the location of construction indicates no impact to threatened and endangered species. However, contractor will be aware of any possible impacts to wildlife during

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Ditch 110-B Clean Out**

construction and ensure construction will stop when and if Endangered Species happen into the project area and contact TPWD for further direction.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Endangered Species	The site should be assessed prior to construction to prevent impact to wildlife and/or listed and endangered species. In addition, if wildlife enters the project area, the project construction activities should cease in that area and resume after the animal has had a chance to exit the area.
Historic preservation	<p>Above-Ground Resources</p> <ul style="list-style-type: none"> • No historic properties are present or affected by the project as proposed. However, if historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area; work can continue where no historic properties are present. Please contact the THC History Programs Division at 512-463-5853 as well as GLO to consult on further actions that may be necessary to protect historic properties. Archeology Comments • No identified historic properties, archeological sites, or other cultural resources are present or affected. However, if cultural materials are encountered during project activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 as well as GLO to consult on further actions that may be necessary to protect the cultural remains.

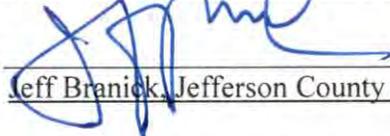
**Environmental Assessment
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Ditch 110-B Clean Out**

Determination:

Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.27]
The project will not result in a significant impact on the quality of the human environment.

Finding of Significant Impact [24 CFR 58.40(g)(2); 40 CFR 1508.27]
The project may significantly affect the quality of the human environment.

Preparer Signature:  Date: 01/03/22
Name/Title/Organization: Latrice Hertzler, Environmental Reviewer

Certifying Officer Signature:  Date: 01/18/2022
Name/Title: Jeff Branick, Jefferson County Judge

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

**AGENDA ITEM****January 11, 2022**

Receive and file executed Amended Tax Abatement Agreement between Jefferson County and Emerald Biofuels.

**AGENDA ITEM****January 4, 2022**

Consider, possibly approve and authorize the County Judge to execute and Amended Tax Abatement Agreement between Jefferson County and Emerald Biofuels to extend start of construction until July 1, 2022.



STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**AMENDED ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Emerald Biofuels (hereinafter sometimes referred to as “Emerald” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Emerald Biofuels Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated April 14, 2020 (hereinafter referred to as the “REINVESTMENT ZONE,” the Commissioners Court previously granted and abatement agreement for this project on August 4, 2020; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of a new Renewable Diesel Refinery and related improvements (hereinafter referred to collectively as the “PROJECT”) but because of exigencies caused by the COVID-19 pandemic, construction has been delayed; and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT and Emerald Biofuels is requesting that the abatement period not start under the attached schedule until 2024; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT

ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE EMERALD BIOFUELS REINVESTMENT ZONE.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2024 and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by July 1, 2022, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

All terms and conditions expressed in the agreement previously executed on August 4, 2020 shall remain in effect as if copied herein fully except that the new schedule for years of abatement attached shall be applicable.

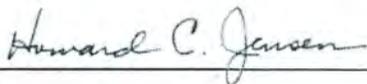
16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

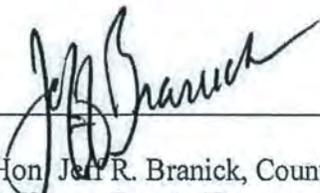
16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt

requested, postage prepaid, addressed to the appropriate party at the following addresses:



OWNER: Howard Jensen
P.O. Box
Lake Wynoka, OH 45171



COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

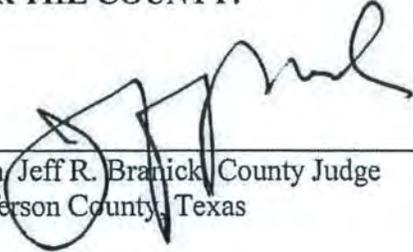
Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

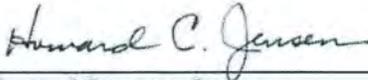
Executed in duplicate this the 4th day of January 2022

FOR THE COUNTY:



 Hon. Jeff R. Branick, County Judge
 Jefferson County, Texas

FOR OWNER:



 Howard Jensen, Owner

EXHIBIT A "Description of Project"

The proposed project is a facility to CONSTRUCT :

Any additional description you desire:

Significant components of the facility would include:

Assuming all necessary approvals are obtained, Emerald will construct a 6,500 bbls per day renewable diesel refinery.

The proposed improvements would include the feedstock preprocessing unit, a hydrotreating unit, and isomerization unit along with all process infrastructure and auxiliary equipment including, but not limited to storage tanks, compressors, motors, drums, vessels, heat exchangers, pumps, filters, reactors, blowers and fans, dryers, dust collection units, mixers, feeders, extruder, rotary valves, scales, trolleys and hoists, utility service lines, electrical switchgear, transformers, substations, instrumentation equipment, equipment and structural foundations including supports, control equipment, rail lines, and warehouses.

"Tax Abatement Schedule"

Tax Year		Abatement Percentage
1	2024	90%
2	2025	90%
3	2026	90%
4	2027	90%
5	2028	90%
6	2029	90%



PROCLAMATION

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 18th day of January, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Everette (Bo) Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

School Choice Week

WHEREAS, all children in Jefferson County should have access to the highest-quality education possible; and,

WHEREAS, Jefferson County recognizes the important role that an effective education plays in preparing all students in Jefferson County to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of Jefferson County; and,

WHEREAS, Jefferson County is home to a multitude of high-quality public and nonpublic schools from which parents can choose for their children; and

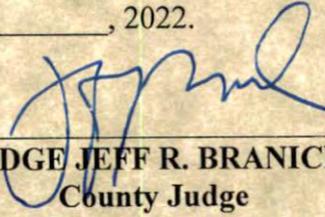
WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, Jefferson County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE the Commissioners Court of Jefferson County, Texas does hereby recognize January 23-27, 2022 as School Choice Week, and I call this observance to the attention of all of our citizens.

SIGNED this 18th day of January, 2022.



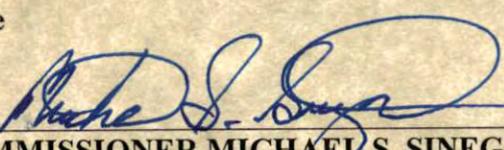
JUDGE JEFF R. BRANICK
 County Judge



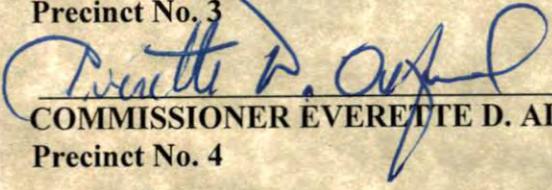
COMMISSIONER VERNON PIERCE
 Precinct No. 1



COMMISSIONER DARRELL W. BUSH
 Precinct No. 2



COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2022

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

DEFINITIONS

SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) "**Affiliate**" means any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

(c) "**Agreement**" means a contractual agreement between a property owner and/or lessee and the County.

(d) "**Base Year**" means the calendar year in which the abatement contract is executed (signed).

(e) "**Bulk Buys**" include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.

(f) "**Deferred Maintenance**" means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(g) "**Distribution Center**" means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(h) "**Eligible Facilities**" or "Eligible Projects" means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(i) "**Eligible Property**" means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(j) "**Expansion**" means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) "**Field Buys**" include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) "**Modernization**" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) "**Facility**" means property improvements completed or in the process of construction which together comprise an integral whole.

(n) "**New Facility**" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) "**Productive Life**" means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing,

improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

Owner will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. Owner will remit use taxes on taxable purchases made for use in the Project directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating compliance, Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its

principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;

(4) The project would cause a violation of state or federal laws; or

(5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described herein; a map and property description with specific metes and bounds which includes GPS coordinates (pursuant to a directive from

the Comptroller's Office); a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30thth) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year;
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE

SECTION VII

(a) In the event that the company, owner's or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owner's Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owner's Affiliates, or Joint Venture shall become null and void and cancelled.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of the executed abatement agreement, as a result of any event of default by OWNER, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether

the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

- (1) Is your project within a city limit? _____. Name of City _____
- (2) Is your project within an ETJ? Name of City ETJ _____
- (3) Is your project within an Enterprise or Reinvestment Zone? Which? _____
- (4) Will you own the realty or lease the realty? _____
- (5) Present Appraisal District value of land and any EXISTING improvements owned by the
OWNER:
(Answer this question based on Appraisal District records for the specific site you select.)
Cost of Land (If you are purchasing): \$ _____
Number of Acres: _____ or Square Feet: _____
- (6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.) _____

Type of construction:
(Tiltwall, Build-Out of Existing Facility, Etc.)
Value of Construction:
Value of Equipment:

Value of Pollution Control Devices: It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

- (7) Productive life of proposed improvements: _____ years, or term of initial lease: _____
- (8) Number of existing jobs to be retained by proposed improvements: _____
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)
- (9) Number and types of new jobs to be created by proposed improvements: _____
Include in this answer the number of Jefferson County residents that will be employed.
- (10) Amount of Annual local payroll to be created: _____.
- (11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? _____

(12) Amount property tax base valuation will be increased:

During term of abatement: _____

After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: _____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.



Resolution

STATE OF TEXAS

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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 18th day of January, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Everette (Bo) Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2022-2023 fiscal year and the grant funds may be available through criminal Justice Division; and

WHEREAS Commissioners Court of Jefferson County recognizes that the court has been established since June 2005 and will continue to be operational for the 2022-2023 fiscal year,

WHEREAS, Commissioners Court of Jefferson County agrees that in the event of loss or misuse of the Criminal Justice Division Funds Commissioners court of Jefferson County assures that the funds will be returned to the Criminal Division in full; and

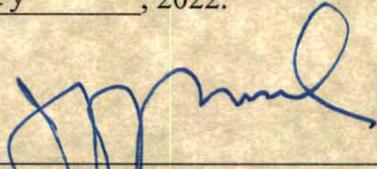
WHEREAS, Commissioners Court of Jefferson County designates the County Judge, as the grantee's authorized official and authorized official is given the power to apply for, accept, reject or terminate the grant on behalf of the applicant agency; and

WHEREAS, this grant will not require matching funds and it is a grant that is sought annually.

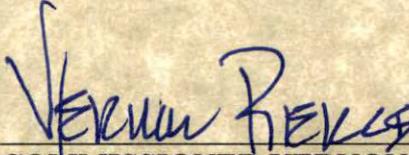
NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Treatment Drug Court to the Office of the Governor, Criminal Justice Division.

Grant/ Application Number 1869017

SIGNED this 18th day of January, 2022.



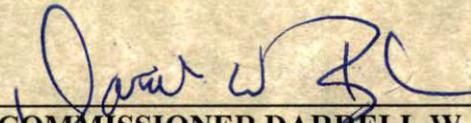
JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****January 18, 2022**

Receive and file executed Revised Interlocal Government between Jefferson County and the Sabine Pass Authority (SPPA) for dredging access for the Jefferson County Sheriff's Marine Division.

**AGENDA ITEM****December 14, 2021**

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.)

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

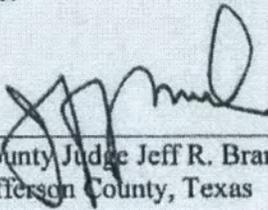
WHEREAS, the dredging project will provide a direct benefit to the Jefferson county Sheriff's Department – Marine Division and the County intends to contribute financially to the dredging project and work to be conducted that will aid in its accessibility and navigability of the Intracoastal Waterway 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.

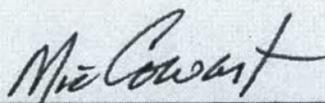
5. The SPPA contract with Dredge-It will be amended (if necessary) to name the County as a party and/or signatory to the contract, with the County only responsible for the amount of \$171,245.94.
6. The County will pay \$171,245.94 directly to Dredge-It for their cost and/or portion of the dredging project.
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 29th day of July, 2021.



 Mic Cowart – Port Manager
 Sabine Pass Port Authority



Resolution

STATE OF TEXAS

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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 18th day of January, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Everette (Bo) Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

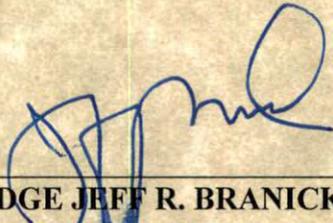
BE IT RESOLVED that Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney's VAWA Grant application for funding for September 1, 2022 through August 31, 2023 from the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

WHEREAS, the Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate the grant.

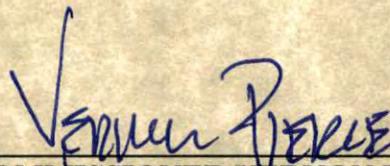
NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

Grant No. 134665

Signed this 18 of January, 2022.



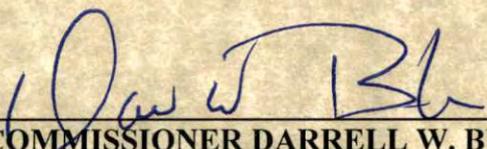
JUDGE JEFF R. BRANICK
County Judge



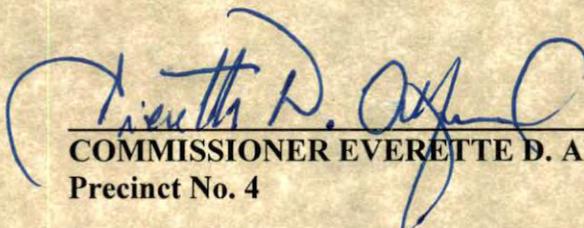
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

12/30/2021 11:52:46
 TN536 SELECTION SEQUENCE 3910803
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 12/15/2021 TO: 12/20/2021

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	UNP TOT YEAR UNIT	APPR DIST #	OWNER NAME	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
000800-000/001700-00000		662	2021 8001 VAN ASWEGEN WILLIAM HERCULAS TL		LCL121520001	20211215				
CHECK PAYEE: CORELOGIC			P O BOX 9202	LT 7 & 8 BLK 2 ALLAN MEADOW SEC 1			48485178	PA	3,875.77	✓
			COPPELL TX75019				CHECK TOTAL:		3,875.77	

FIDO # : 00001009

TOTAL AMOUNT DUE FOR ACCOUNT .00

006000-000/000900-00000		9809	2021 8001 EBERS ARIANNA K	TL	LCL121520001	20211215				
CHECK PAYEE: CORELOGIC			P O BOX 9202	BLUE STAR L17 51.7' L18			48485205	PA	4,185.83	
			COPPELL TX75019				CHECK TOTAL:		4,185.83	

FIDO # : 00001009

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 8,061.60

COUNT OF REFUND CHECKS 2

DUPLICATE TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Overpayment 31.11
2nd PAYMENT

Certified Owner:

VAN ASWEGEN WILLIAM HERCULAS
1011 S 23RD ST
NEDERLAND, TX 77627

Legal Description:

LT 7 & 8 BLK 2 ALLAN MEADOW SEC 1

Parcel Address: 1011 23RD S ST
Legal Acres: 0.3696

Deposit No: LCL121520001
Validation No: 1
Account No: 000800-000/001700-00000
Operator Code: MCMF

Remit Seq No: 48485178
Receipt Date: 12/15/2021
Deposit Date: 12/15/2021
Print Date: 12/17/2021

Table with 8 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Includes rows for Jefferson County, Nederland I.S.D., City Of Nederland, Drainage District #7, Sabine-Neches Nav. Dist., and Overpay.

Check Number(s):
962981197

PAYMENT TYPE:
Checks: \$3,916.23

Exemptions on this property:

CAPPED
HOMESTEAD
OVER 65

Total Applied: \$3,916.23

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
CORELOGIC
P O BOX 9202
COPELL, TX 75019

THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CoreLogic, Inc.

as disbursement agent on behalf of multiple mortgage lenders and servicers
Escrow Reporting
3001 Hackberry Road
Irvine Texas 75063-0156
Bill #:

Bank of America
90-4182/1211 CA

Check Number: 962981197

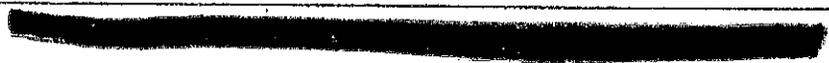
Check Date: 2021-12-10

Check Amount: \$53,134.77

Pay Fifty-Three Thousand One Hundred Thirty-Four Dollars And Seventy-Seven
Cents*****

VOID AFTER 90 DAYS FROM DATE OF ISSUE

To The Order Of JEFFERSON COUNTY - COLLECTOR
JEFFERSON COUNTY-421230000
P O BOX 2112
BEAUMONT, TX 777042112



ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

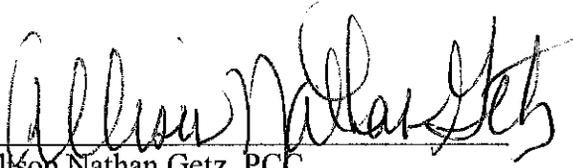


TERRY WUENSCHEL
CHIEF DEPUTY

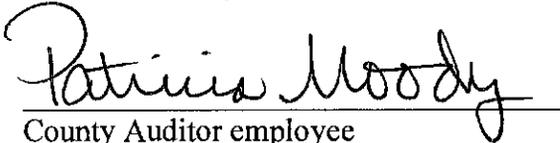
Tax Refund Determination

Taxpayer name: CoreLogic
Address: P. O. Box 9202, Coppell, TX 75019
Account Number: 006000-000/000900-00000
Amount of Refund: \$4,185.83

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


Allison Nathan Getz, PCC
Tax Assessor-Collector
Jefferson County

01/03/22
Date


County Auditor employee

1/4/22
Date

12/30/2021 11:52:46

TN536 SELECTION SEQUENCE 3910803
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 12/15/2021 TO: 12/20/2021

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MINIMUM DOLLAR AMOUNT: \$2500

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000800-000/001700-00000		662			LCL121520001 20211215			
			2021 8001 VAN ASWEGEN WILLIAM HERCULAS TL		1 12/15/2021	48485178 PA	3,875.77	
			CHECK PAYEE: CORELOGIC			CHECK TOTAL:	3,875.77	
			P O BOX 9202					
			COPPELL TX75019					

FIDO # : 00001009

TOTAL AMOUNT DUE FOR ACCOUNT .00

006000-000/000900-00000		9809			LCL121520001 20211215			
			2021 8001 EBERS ARIANNA K		TL 1 12/15/2021	48485205 PA	4,185.83	
			CHECK PAYEE: CORELOGIC			CHECK TOTAL:	4,185.83	
			P O BOX 9202					
			COPPELL TX75019					

FIDO # : 00001009

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 8,061.60
 COUNT OF REFUND CHECKS 2

DUPLICATE TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Overpayment
 31.11

Certified Owner:

EBERS ARIANNA K
1485 THOMAS RD
BEAUMONT, TX 77706

Legal Description:

BLUE STAR L17 51.7' L18

Parcel Address: 1485 THOMAS RD
Legal Acres: 1.5152

Deposit No: LCL121520001
Validation No: 1
Account No: 006000-000/000900-00000
Operator Code: MCMF

Remit Seq No: 48485205 , 48485202
Receipt Date: 12/15/2021
Deposit Date: 12/15/2021
Print Date: 12/20/2021

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2021	Jefferson County	490,098	0.363184	1,779.96	0.00	0.00	1,779.96
2021	Beaumont Isd	587,623	1.161510	6,825.30	0.00	0.00	6,825.30
2021	City Of Beaumont	612,623	0.705000	4,318.99	0.00	0.00	4,318.99
2021	Port Of Beaumont	490,098	0.109000	534.21	0.00	0.00	534.21
2021	Drainage District #6	490,098	0.214244	1,050.01	0.00	0.00	1,050.01
2021	Sabine-Neches Nav. Dist.	490,098	0.092067	451.22	0.00	0.00	451.22
→ 2021	Overpay	0	0.000000	0.00	0.00	0.00	4,185.83
				\$14,959.69	\$0.00	\$0.00	\$19,145.52

Check Number(s):
 962981165 , 962981168

PAYMENT TYPE:

Checks: \$19,145.52

Exemptions on this property:

HOMESTEAD

Total Applied: \$19,145.52

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
CORELOGIC
P O BOX 9202
COPPELL, TX 75019

THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CoreLogic, Inc.

as disbursement agent on behalf of multiple mortgage lenders and servicers
Escrow Reporting
3001 Hackberry Road
Irving Texas 75063-0156
Bill #:

Bank of America
90-4182/1211 CA

Check Number: 962981165

Check Date: 2021-12-10

Check Amount: \$505,443.62

Pay Five Hundred Five Thousand Four Hundred Forty-Three Dollars And Sixty-Two
Cents*****

VOID AFTER 90 DAYS FROM DATE OF ISSUE

To The Order Of JEFFERSON COUNTY - COLLECTOR
JEFFERSON COUNTY-421230000
P O BOX 2112
BEAUMONT, TX 777042112



THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CoreLogic, Inc.
as disbursement agent on behalf of multiple mortgage lenders and servicers
Escrow Reporting
3001 Hackberry Road
Irvine Texas 75063-0156
Bill #:

Bank of America
90-4182/1211 CA

Check Number: 962981168
Check Date: 2021-12-10
Check Amount: \$474,962.19

Pay Four Hundred Seventy-Four Thousand Nine Hundred Sixty-Two Dollars And
Nineteen Cents*****

To The Order Of JEFFERSON COUNTY - COLLECTOR
JEFFERSON COUNTY-421230000
P O BOX 2112
BEAUMONT, TX 777042112

VOID AFTER 90 DAYS FROM DATE OF ISSUE



ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHEL
CHIEF DEPUTY

Tax Refund Determination

Taxpayer name: CoreLogic
Address: P. O. Box 9202, Coppell, TX 75019
Account Number: 300010-000/366001-00000
Amount of Refund: \$2,799.96

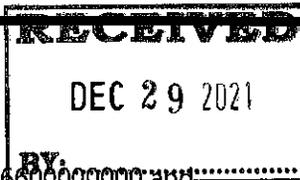
Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

Allison Nathan Getz 01/03/22
Allison Nathan Getz, PCC Date
Tax Assessor-Collector
Jefferson County

Patricia Moody 1/4/22
County Auditor employee Date

Property Tax

From: Askins, Debbie <daskins@corelogic.com>
Sent: Wednesday, December 29, 2021 7:18 AM
To: property@co.jefferson.tx.us
Subject: RE: CSR-359528 Incorrect Parcel Paid 3000100003660000000 and 30001000036600100000



Morning Karen, I received you voice mess and I am sorry I miss read what the phone team wrote on the ticket for me to work, below is our request to refund the incorrect payments.

Corelogic Tax Services made an erroneous payment of \$23.64 and \$2,799.96 on behalf of Nationstar Mtg. The lender should have paid taxes on parcels 30002900002400000000 and 30002900005900000000. We have sent an email to the lender to send payment directly to the County bring the taxes current. CoreLogic would like to request the erroneous payments be refunded back to CoreLogic to be deposited back into the homeowners escrow account. Please send the refunds to the below address:

CoreLogic Tax Services
 Attn: Refund Department
 P.O. Box 9202

Please feel free to contact me with any additional questions you may have. To reach a member of our Customer Product Support Team, please email customerproductsupport@corelogic.com or via telephone at 800-225-4707.

Thank you,

Askins, Debbie
 Sr. Associate, Operation Svcs
 Customer Product Support



Direct (510) 285-4189
 eFax (817) 826-0393
 Toll Free (800) 225-4707
daskins@corelogic.com
 Mail Box: customerproductsupport@corelogic.com
corelogic.com | [Blog](#)
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Google+](#)

Our Vision: Deliver unique property-level insights that power the global real estate economy

From: Askins, Debbie
Sent: Tuesday, December 28, 2021 9:21 AM
To: property@co.jefferson.tx.us
Subject: CSR-359528 Incorrect Parcel Paid 30001000036600000000 and 30001000036600100000

Karen, thank you for your inquiry. Per a search of the lenders legal description we have inactivated the 2 above parcels and we added parcels 30002900002400000000 and 30002900005900000000. We also let the lender know they 2 payments are being returned and provided to them the amount to pay.

Please feel free to contact me with any additional questions you may have. To reach a member of our Customer Product Support Team, please email customerproductsupport@corelogic.com or via telephone at 800-225-4707.

Thank you,

Askins, Debbie
Sr. Associate, Operation Svcs
Customer Product Support



Direct (510) 285-4189
eFax (817) 826-0393
Toll Free (800) 225-4707
daskins@corelogic.com
Mail Box: customerproductsupport@corelogic.com
corelogic.com | [Blog](#)
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Google+](#)

Our Vision: Deliver unique property-level insights that power the global real estate economy

This message may contain confidential or proprietary information intended only for the use of the addressee(s) named above or may contain information that is legally privileged. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message and any copies immediately thereafter.

Thank you.

CLLD

DUPLICATE TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

MARTIN CHAD L & LINDA L
17475 FM 365 RD
BEAUMONT, TX 77705-9171

Legal Description:

PT TR 457 10 M CHIRINO 1.000

Parcel Address: 17475 FM 365

Legal Acres: 1.0000

Deposit No: LCL121520001
Validation No: 1
Account No: 300010-000/366001-00000
Operator Code: MCMF

Remit Seq No: 48485363
Receipt Date: 12/15/2021
Deposit Date: 12/15/2021
Print Date: 12/29/2021

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Hamshire Fannett Isd, Drainage District #6, Sabine-Neches Nav. Dist., Emer Ser District #4, and a total row.

Check Number(s):
962981182

PAYMENT TYPE:

Checks: \$2,799.96

Exemptions on this property:

CAPPED
HOMESTEAD
OVER 65

Total Applied: \$2,799.96

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
CORELOGIC
P O BOX 9202
COPPELL, TX 75019

THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CoreLogic, Inc.

as disbursement agent on behalf of multiple mortgage lenders and servicers
Escrow Reporting
3001 Hackberry Road
Irving Texas 75063-0156

Bill #:

Bank of America
90-4182/1211 CA

Check Number: 962981182

Check Date: 2021-12-10

Check Amount: \$5,290,785.18

Pay Five Million Two Hundred Ninety Thousand Seven Hundred Eighty-Five Dollars
And Eighteen Cents*****

VOID AFTER 90 DAYS FROM DATE OF ISSUE

To The Order Of JEFFERSON COUNTY - COLLECTOR
JEFFERSON COUNTY-421230000
P O BOX 2112
BEAUMONT, TX 777042112



ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHERL
CHIEF DEPUTY

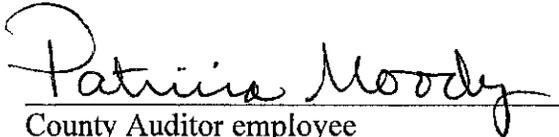
Tax Refund Determination

Taxpayer name: CoreLogic
Address: P O Box 9202, Coppell, TX 75019
Account Number: 036550-000/002210-00000
Amount of Refund: \$2,627.61

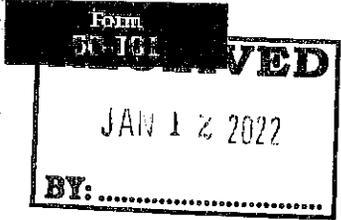
Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


Allison Nathan Getz, PCC
Tax Assessor-Collector
Jefferson County

01/12/22
Date


County Auditor employee

1/13/22
Date



Application for Tax Refund Overpayments or Erroneous Payments

COPY

CoreLogic Tax Services ; Refund Department

510/285-4189

Collection Office Name

Phone (area code and number)

P.O. Box 9202 Coppell, TX 75019

Address, City, State, ZIP Code

MobilOil Credit Union

Collecting Tax For (taxing unit)

GENERAL INSTRUCTIONS: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Steps 1 through 4 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

SECTION 1: Taxpayer Information

CoreLogic Tax Services

Name of Taxpayer

510/285-4189

daskins@corelogic.com

Phone (area code and number)

Email Address*

P.O. Box 9202 Coppell, TX 75019

Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, Appointment of Agent for Property Tax Matters, if the form has not been filed with the county appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

Name of Authorized Representative

Title of Authorized Representative

Phone (area code and number)

Email Address*

Mailing Address, City, State, ZIP Code

SECTION 3: Property Information

Appraisal District Account Number

OR

Tax Receipt Number

Location Address, City, State, ZIP Code

Legal Description (or attach copy of the tax bill or tax receipt)

Texas Comptroller of Public Accounts

Form 50-181

SECTION 4: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Line	Account Number	Year	Due Date	Amount Paid	Amount Refunded
1.	03420000002170000000	2021	12/10/21	\$ 1,160.20	\$ 1,160.20
2.	03655000000221000000	2021	12/10/21	\$ 2,627.61	\$ 2,627.61
3.				\$	\$
4.				\$	\$
5.				\$	\$

Taxpayer's Reason for Refund (attach supporting documentation)

Lender paid the 2 parcels incorrectly.

SECTION 5: Taxpayer Signature

I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct.

print here **Dobbie Askins**
 Print Taxpayer Name

sign here *Dobbie Askins*
 Taxpayer Signature

1/11/2022
 Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code, §37.10.

FOR COLLECTOR USE ONLY

SECTION 6: Tax Refund Determination

This tax refund is Approved Disapproved

print here **Patricia Moody, Financial Analyst**
 Print Name and Title

sign here *Patricia Moody*
 Authorized Officer

1/13/22
 Date

print here **Allison Nathan Getz, Jefferson County Tax Assessor-Collector**
 Print Name and Title

sign here *Allison Nathan Getz*
 Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 91.11)

01/12/22
 Date

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

ORIGIN ID: DLA (999) 999-9999
CARRIE GRADLEY
CGRE, OIGC SOLUTIONS LLC
3001 HICKBERRY RD

SHIP DATE: 11 JAN 22
ACTWGT: 0.50 LB
CAD: 253550108/WSX03800

IRVING, TX 75063
UNITED STATES US

BILL SENDER

TO MICHELLE FARNIE
JEFFERSON COUNTY
1149 PEARL STREET

BEAUMONT TX 77701

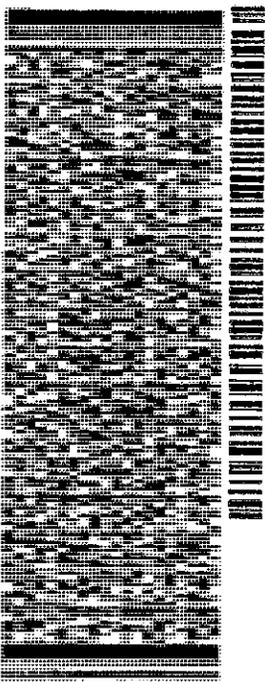
JAN 12 2022

560J201EF,FE4A

000000000000
RV
PO 4700720092

DEPT

RE COPY

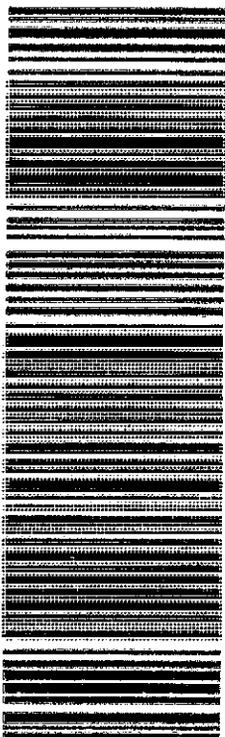


TRK# 2886 2423 4870
0201

WED - 12 JAN 10:30A
PRIORITY OVERNIGHT

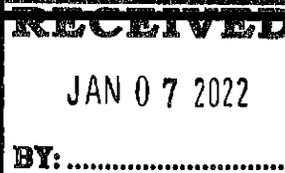
AB BPTA

77701
TX-US IAH



Michelle Farnie

From: Askins, Debbie <daskins@corelogic.com>
Sent: Friday, January 7, 2022 1:14 PM
To: Kimberly Janeaux; Brittani Kaligani
Cc: mfarnie@co.jefferson.tx.us
Subject: RE: CSR-362199 4573 Roosevelt Ave in Groves, TX 036550-000/002210-00000



Per a search of the legal description that Mobiloil FCU sent to CoreLogic it does pick up both parcels. We have received an email from the National Account representative Patria Lim for Mobiloil that was telling CoreLogic to remove parcel 0365500000221000000. I used it as a change form to inactivate the parcel and added a message to NOT reactivate the parcel. Mobiloil need to check for a correct legal or if the appraisal only picks up 1 parcel for their borrower.

Hi Michelle, Please have the incorrect payment of \$2627.61 refunded back to CoreLogic in order for the payment to be deposited back into the homeowners escrow account.

Askins, Debbie
 Sr. Associate, Operation Svcs
 Customer Product Support



Direct (510) 285-4189
eFax (817) 826-0393
Toll Free (800) 225-4707
daskins@corelogic.com
Mail Box: customerproductsupport@corelogic.com
corelogic.com | [Blog](#)
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [Google+](#)

Our Vision: Deliver unique property-level insights that power the global real estate economy

From: Askins, Debbie
Sent: Thursday, January 6, 2022 6:41 AM
To: Kimberly Janeaux <sunscreenoutdoors@outlook.com>; Brittani Kaligani <bkaliqani@mofcu.org>
Cc: mfarnie@co.jefferson.tx.us
Subject: RE: CSR-362199 4573 Roosevelt Ave in Groves, TX 036550-000/002210-00000

To bring you up to date I have sent the tax service order to our search team to have the legal description the lender provided to CoreLogic researched to verify the parcel numbers. I will update you once the research has been completed.

Askins, Debbie
 Sr. Associate, Operation Svcs
 Customer Product Support

DUPLICATE TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

AGUILAR ANTONIO JR
JANEUX KIMBERLY A
4578 ROOSEVELT AVE
GROVES, TX 77619-5945

Legal Description:

TR 1-A REPLAT OF N160' OF S170' OF LTS
1-3 BLK 3 LEE TO GROVES

Parcel Address: 4573 ROOSEVELT AVE
Legal Acres: 0.2525

Deposit No: LCL121520001
Validation No: 1
Account No: 036550-000/002210-00000
Operator Code: MCMF

Remit Seq No: 48485314
Receipt Date: 12/15/2021
Deposit Date: 12/15/2021
Print Date: 01/10/2022

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Pt Neches-Groves Isd, City Of Groves, Drainage District #7, and Sabine-Neches Nav. Dist.

Check Number(s):
962981161

PAYMENT TYPE:

Checks: \$2,627.61

Exemptions on this property:

Total Applied: \$2,627.61

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
CORELOGIC
P O BOX 9202
COPPELL, TX 75019



Joleen E. Fregia
Chief Deputy
 e-mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
 e-mail
challmark@co.jefferson.tx.us

January 12th, 2022

Judge Jeff R. Branick
 County Commissioners
 Jefferson County
 Beaumont, TX 77701

Dear Judge and Commissioners:

The Public Funds Investment Act requires an annual review of the County Investment Policy. Please review, consider, receive, and possibly approve the 2022 Jefferson County Investment Policy and Procedures. The only changes were adding Commissioner Darrell Bush to the policy.

Sincerely,

Charlie Hallmark, CIO
 Treasurer
 Enclosure

FOR COMMISSIONERS COURT AGENDA JANUARY 18TH, 2022
 Agenda should read:

Review, consider, possibly approve, receive, and file the 2022 Jefferson County Investment Policy and Procedures



2022

Jefferson County

Investment Policy
and
Procedures

Jeff R. Branick

County Judge

Vernon Pierce
Commissioner, Pct. 1

Darrell Bush
Commissioner, Pct. 2

Michael Sinegal
Commissioner, Pct. 3

Everette "Bo" Alfred
Commissioner, Pct. 4

Charlie Hallmark
County Treasurer/Investment Officer

JEFFERSON COUNTY INVESTMENT POLICY AND PROCEDURES

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ATTACHMENTS, EXHIBITS, AND APPENDICES

Appendix A:	Govt. Code Title 10: Chapter 2256 The Public Funds Investment Act
Appendix B:	Govt. Code Title 10: Chapter 2257 The Public Funds Collateral Act
Exhibit #1:	Broker/Dealer Certification
Exhibit #2:	Approved List of Broker/Dealers
Exhibit #3:	Approving Order: Jefferson County Commissioners Court

1.0 INVESTMENT STRATEGY

1.01 Jefferson County Pooled Cash Funds:

Funds included are: Road and Bridge
 Debt Service
 Jury
 General
 Library
 Mosquito Control
 Airport
 Engineering
 Parks and Recreation
 Special Revenue
 Capital Projects
 Internal Service

1.0101

The funds of Jefferson County, that are invested, are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing highly liquid short term Certificates of Deposit, Treasury Bills and Obligations of the United States or its agencies and instrumentalities with a stated final maturity of three years or less.

1.02 Other funds of Jefferson County:

Funds included are: Tax Office
 Community Supervision
 State Fee Officers
 Child Support
 Other account with surplus funds

1.0201

Other funds of Jefferson County, that are invested, are invested by matching maturity of investments with cash needs. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing highly liquid, short term, Treasury Bills and Obligations of the United States or its agencies and instrumentalities with a stated final maturity of three years or less.

2.0 INVESTMENT SCOPE

2.01 Legal Authority to Invest

TEXAS GOVERNMENT CODE ANN., sec. 2256.003 et seq. (Vernon 1995) authorizes the Commissioners Court to invest county funds.

2.02 County Investment Portfolio Structure

This investment policy applies to all financial assets of all funds of the County of Jefferson, Texas, at the present time and any funds to be created in the future and other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Jefferson County and any depository bank.

2.03 Applicability of Policy

This policy governs the investment of all financial assets of all funds of Jefferson County, and are managed in compliance with this policy and all applicable state and federal laws.

3.0 INVESTMENT OBJECTIVES AND PRIORITIES

3.01 General Statement

This policy serves to satisfy the statutory requirements of the TEXAS GOVERNMENT CODE, ANN., Title 10, Section 2256, Public Funds Investment Act, to define and adopt a formal investment policy.

3.02 Safety of Principal

The primary objective of Jefferson County is to ensure the safety of principal in all funds and to avoid speculative investing.

3.03 Maintenance of Adequate Liquidity

The secondary objective of Jefferson County is to strive to maintain adequate liquidity, through scheduled maturity of investments, to cover the cash needs of the county consistent with the objectives of this policy.

3.04 Desired Diversification

It will be the policy of Jefferson County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investment. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

3.05 Rate of Return on Investments

It will be the objective of Jefferson County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

3.06 Maturity

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs. No investment shall have a legal stated maturity of more than thirty six (36) months.

3.07 Quality and Capability of Investment Manager

It is the County's policy to provide periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Treasurer in making investment decisions, in compliance with Sec. 2256.008 of the Public Funds Investment Act.

4.0 INVESTMENT RESPONSIBILITY AND CONTROL

4.01 Delegation of Investment Authority

In accordance with Sec. 2256.005 of the Public Funds Investment Act, the County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The County Treasurer, hereby appointed as Investment Officer, shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy.

4.02 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performance. Members of the Committee should be composed of the County Judge or his designee, County Auditor, County Treasurer, the Head of the Civil Division of the District Attorney's Office and an appointee representing the Commissioners Court. The Chairman will be elected by the Committee, and meetings will be called no less than annually and as needed.

4.03 Fiduciary, Prudence, and Ethical Standards

Jefferson County adopts the prudent fiduciary rule as applied in the then prevailing circumstances, when managing the County's portfolio, within the applicable legal and policy constraints. The prudent person rule is restated as follows:

"Investments must be made with the judgement and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

4.04 Liability of Investment Officer

In accordance with Sec. 113.005, Texas Local Government Code, the County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

4.05 Accounting and Audit Control

The Jefferson County Treasurer will establish liaison with the Jefferson County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control.

4.06 Subject to Audit

The Jefferson County Treasurer is subject to audit by the Jefferson County Auditor. In addition, it is the policy of the Jefferson County Commissioner's Court, at a minimum, to have an annual audit of all County funds by an independent auditing firm. The Jefferson County Treasurer and the county's investment procedures shall be subject to the annual and any special audits as required.

5.0 INVESTMENT REPORTING

5.01 Monthly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Jefferson County Treasurer will report in writing monthly to Commissioners' Court and to the County Auditor. The report shall include a detailed listing of all purchases, sales and payments, and description of each security held.

5.02 Quarterly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Jefferson

County Treasurer will report quarterly the portfolio statistics, listing the type and description of investment in detail, the broker/dealer used for purchase, the yield to maturity, the stated maturity date, and the previous and current market value.

6.0 INVESTMENT INSTITUTIONS

6.01 Depository Bank

Fully collateralized Time Deposits, Certificates of Deposit, and interest-bearing checking accounts shall be placed at the County Depository Bank under a depository contract executed by Jefferson County Commissioners' Court and in compliance with V.C.T.A., Texas Local Government Code, Chapter 116 and Chapter 117.

6.02 Broker/Dealers

The Jefferson County Treasurer shall invest county funds through the Federal Reserve Bank book entry system, consistent with federal and state law and the current Bank Depository contract. Purchases shall be made with:

- 6.0201 U.S. Government Securities Dealers maintaining a National Association of Securities Dealers Series 7 license, and with knowledge of Institutional Investing, recommended by the County Treasurer, the Jefferson County Investment Advisory Committee, and approved by Commissioners Court. Dealers must comply with Section 6.03 of this Investment Policy to be selected.
- 6.0202 The Capital Markets Division of the Depository Bank.
- 6.0203 Investment Pools meeting the standards of Section 2256.016 of the Texas Public Funds Investment Act.

6.03 Approval of Broker/Dealer

The Jefferson County Treasurer reviews the applications of the broker/dealer/financial institutions for compliance with this policy and recommends institution must demonstrate possession of the following criteria:

- 6.0301 Institutional investment experience,
- 6.0302 Good references from public fund investment officers.
- 6.0303 Adequate capitalization per the Capital Adequacy Guidelines for Government Securities Dealers published by the New York Federal Reserve Bank.
- 6.0304 An understanding of this Investment Policies and Procedures Manual,
- 6.0305 Regulation by the Securities and Exchange Commission (SEC),
- 6.0306 Membership in good standing in the National Association of Securities Dealers, Inc., and
- 6.0307 Valid licensure from the State of Texas.

7.0 INVESTMENT INSTRUMENTS

The Jefferson County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law and this policy:

7.01 Bank Investments

- 7.0101 Fully collateralized Time Deposits.**
- 7.0102 Fully collateralized Certificates of Deposit.**
- 7.0103 Fully collateralized interest-bearing checking accounts.**
- 7.0104 Fully collateralized sweep accounts**

7.02 Direct Investments

- 7.0201 United States Treasury Securities.**
- 7.0202 Obligations of the United States or its agencies and instrumentalities, with a legal stated maturity of no more than thirty six (36) months.**
- 7.0203 Excluded in the direct investments are derivative securities including but not limited to Collateralized Mortgage Obligations.**
- 7.0204 Investment Pools meeting the standards of Section 2256.016 of the Texas Public Funds Investment Act.**

8.0 INVESTMENT PROCEDURES

8.01 Confirmation of Trade

A confirmation of trade will be provided by the broker/dealer to the Jefferson County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment security.

Delivery Versus Payment

It will be the policy of the County that all Treasury, and Government Agency securities shall be purchased using the delivery vs. Payment (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the county has received, through the Federal Reserve wire, the securities purchased.

Safekeeping Institutions

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

9.0 COLLATERAL AND SAFEKEEPING

9.01 Collateral or Insurance

The Jefferson County Treasurer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Depository Contract in one or more of the following manners:

- 9.0101 FDIC insurance coverage
- 9.0102 United States Government Bonds, Notes, and Bills
- 9.0103 Securities of federally-sponsored U. S. Agencies and instrumentalities of the United States Government.
- 9.0104 Letters of Credit issued by the Federal Home Loan Bank of Dallas.

9.02 Safekeeping

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank, or another disinterested third party bank, under an appropriate legal contract. The amount of such securities pledged shall be determined by their market value.

9.03 Collateral Reporting

The Treasurer of Jefferson County shall report to the County Commissioners' Court valuation of all collateral compared to all county deposits on a monthly basis. Collateral deficiencies should be identified and immediately corrected through additional collateral deposited or reductions in the volume of deposited funds.

10.0 INVESTMENT POLICY REVIEW AND AMENDMENT

Review Procedures

The Jefferson County Commissioners' Court shall review its investment policy and investment strategies not less than annually.

Changes to the Investment Policy

The County Treasurer and the Investment Advisory Committee, must review the Jefferson County Investment Policy not less than annually and recommend any changes to the Commissioners' Court.

EXHIBIT 1
Certification

CERTIFICATION

I hereby certify that I have personally read and understand the investment policy and procedures of Jefferson County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this firm and Jefferson County, will be directed towards precluding imprudent investment activities and protecting the Counties from credit risk.

All the sales personnel of this firm dealing with Jefferson County's accounts have been informed and will be routinely informed of the County's investment horizons, limitations, strategy, and risk constraints, whenever we are so informed.

This firm pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this firm.

(Firm)

(Firm Representative)

(Representative's Title)

(Registration or Dealer Number)

(Signature)

(Date)

EXHIBIT 2

APPROVED LIST OF BROKER/DEALERS

Approved List of Broker/Dealers

**National Alliance Securities
2245 Texas Drive
Suite 300
Sugar Land, TX 77479**

**Wells Fargo Bank
6250 Delaware Street
Beaumont, Texas 77706**

**Wells Fargo Capital Markets
1445 Ross Ave., Suite 420
Dallas, Texas 75202**

**Allegiance Bank
55 IH 10 North
Beaumont, Texas 77707**

**Vining Sparks IBG, LP
6351 Preston Road, Suite 235
Dallas, Texas 75205**

**Texas Class
2435 N. Central Expressway, Suite 1200
Richardson, TX 75080**

EXHIBIT 3

APPROVING ORDERORDER APPROVING
JEFFERSON COUNTY INVESTMENT POLICY AND PROCEDURES

Upon a motion of Commissioner Everette "Bo" Alfred, seconded by Commissioner Michael Sinegal, unanimously adopted the following policies and procedures, and the same are hereby

approved, received and ordered filed.

ORDERED this 18th day of January, 2022

[Handwritten signature of Jeff R. Branick]

Jeff R. Branick
County Judge

[Handwritten signature of Vernon Pierce]
Commissioner Vernon Pierce
Precinct No. 1

[Handwritten signature of Michael Sinegal]
Commissioner Michael Sinegal
Precinct No. 3

[Handwritten signature of Darrell Bush]
Commissioner Darrell Bush
Precinct No. 2

[Handwritten signature of Everett D. Alfred]
Commissioner Everett D. Alfred
Precinct No. 4

ATTEST:

[Handwritten signature of Laurie Leister]
Laurie Leister
Jefferson County Clerk



APPENDIX A

Chapter 2256-Public Funds Investment Act

APPENDIX B

Chapter 2257-Public Funds Collateral Act

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2256. PUBLIC FUNDS INVESTMENT

SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

(1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

(2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.

(3) "Funds" means public funds in the custody of a state agency or local government that:

(A) are not required by law to be deposited in the state treasury; and

(B) the investing entity has authority to invest.

(4) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section 2256.003.

(6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

(A) preservation and safety of principal;

(B) liquidity; and

(C) yield.

(7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the

State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

(8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

(9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

(10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

(11) "School district" means a public school district.

(12) "Separately invested asset" means an account or fund of a state agency or local government that is not invested in a pooled fund group.

(13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

- (1) a local government;
- (2) a state agency;
- (3) a nonprofit corporation acting on behalf of a local government or a state agency; or
- (4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

(b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

- (1) a public retirement system as defined by Section 802.001;
- (2) state funds invested as authorized by Section 404.024;
- (3) an institution of higher education having total endowments of at least \$150 million in book value on September 1, 2017;
- (4) funds invested by the Veterans' Land Board as authorized by Chapter 161, 162, or 164, Natural Resources Code;
- (5) registry funds deposited with the county or district clerk under Chapter 117, Local Government Code; or

(6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.

(b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 1, eff. June 14, 2017.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

- (1) be written;
- (2) primarily emphasize safety of principal and liquidity;
- (3) address investment diversification, yield, and maturity and the quality and capability of investment management; and
- (4) include:
 - (A) a list of the types of authorized investments in which the investing entity's funds may be invested;
 - (B) the maximum allowable stated maturity of any individual investment owned by the entity;
 - (C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;
 - (D) methods to monitor the market price of investments acquired with public funds;
 - (E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

(F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021.

(c) The investment policies may provide that bids for certificates of deposit be solicited:

- (1) orally;
- (2) in writing;
- (3) electronically; or
- (4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

- (1) understanding of the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio; and
- (6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the

investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685, Sec. 1

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421, Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the

fair market value of the business organization;

(2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

(3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of this subsection and Subsection (l), "business organization" means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio that has accepted authority granted by the entity under the contract to exercise investment discretion in regard to the investing entity's funds. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity;

and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization:

(A) is dependent on an analysis of the makeup of the entity's entire portfolio;

(B) requires an interpretation of subjective investment standards; or

(C) relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section 321.020. Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section 321.013, the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section 404.024.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 1, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 149 (H.B. 1701), Sec. 1, eff. September 1, 2017.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

(b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS. (a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

(b) The Texas Higher Education Coordinating Board shall provide the training under this section.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg.,

ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 2, eff. June 17, 2011.

Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS. (a) Except as provided by Subsections (a-1), (b), (b-1), (e), and (f), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(a-1) Except as provided by Subsection (g), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a school district or a municipality, in addition to the requirements of Subsection (a)(1), shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district's or municipality's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the school district or municipality, or by a designated investment committee advising the investment officer as provided for in the investment policy of the school district or municipality.

(b) An investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, that has contracted with an investment management firm under Section 2256.003(b) and

has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may satisfy the training requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.

(b-1) A housing authority created under Chapter 392, Local Government Code, may satisfy the training requirement provided by Subsection (a)(2) by requiring the following person to attend, in each two-year period that begins on the first day of that housing authority's fiscal year and consists of the two consecutive fiscal years after that date, at least five hours of appropriate instruction:

(1) the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, or the investment officer; or

(2) if the authority does not have an officer described by Subdivision (1), another officer of the authority.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.

(e) This section does not apply to a district governed by Chapter 36 or 49, Water Code.

(f) Subsection (a)(2) does not apply to an officer of a municipality or housing authority if the municipality or housing authority:

(1) does not invest municipal or housing authority funds, as applicable; or

(2) only deposits those funds in:

(A) interest-bearing deposit accounts; or

(B) certificates of deposit as authorized by Section 2256.010.

(g) Subsection (a-1) does not apply to the treasurer, chief financial officer, or investment officer of a school district if:

(1) the district:

(A) does not invest district funds; or

(B) only deposits those funds in:

(i) interest-bearing deposit accounts; or

(ii) certificates of deposit as authorized by Section 2256.010; and

(2) the treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under Subdivision (1) that apply to the district.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 3, eff. June 17, 2011.

Acts 2015, 84th Leg., R.S., Ch. 222 (H.B. 1148), Sec. 1, eff. September 1, 2015.

Acts 2015, 84th Leg., R.S., Ch. 1248 (H.B. 870), Sec. 1, eff. September 1, 2015.

Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. 1488), Sec. 8.015, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1000 (H.B. 1238), Sec. 2, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 477 (H.B. 293), Sec. 1, eff. June 7, 2019.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

(6) bonds issued, assumed, or guaranteed by the State of Israel;

(7) interest-bearing banking deposits that are guaranteed or insured by:

(A) the Federal Deposit Insurance Corporation or its successor; or

(B) the National Credit Union Share Insurance Fund or its successor; and

(8) interest-bearing banking deposits other than those described by Subdivision (7) if:

(A) the funds invested in the banking deposits are invested through:

(i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025; or

(ii) a depository institution with a main office or branch office in this state that the investing entity selects;

(B) the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

(C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

(D) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:

(i) the depository institution selected as described by Paragraph (A);

(ii) an entity described by Section 2257.041(d); or

(iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 4, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 2, eff. June 14, 2017.

Acts 2017, 85th Leg., R.S., Ch. 863 (H.B. 2647), Sec. 1, eff. June 15, 2017.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 1, eff. September 1, 2017.

Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in accordance with Chapter 2257 or in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

(A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or

(B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 128 (H.B. 256), Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 5, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 874 (H.B. 2928), Sec. 2, eff. September 1, 2017.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE AGREEMENTS. (a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

- (1) has a defined termination date;
- (2) is secured by a combination of cash and obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, Section 2256.0204;
- (3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and
- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1) or 2256.013 or, if applicable, Section 2256.0204, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

(e) Section 1371.059(c) applies to the execution of a repurchase agreement by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 6, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 3, eff. June 14, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 1, eff. September 1, 2019.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM.

(a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a bank

that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or

(C) cash invested in accordance with Section:

(i) 2256.009;

(ii) 2256.013;

(iii) 2256.014; or

(iv) 2256.016;

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

(A) pledged to the investing entity;

(B) held in the investing entity's name; and

(C) deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

- (B) a financial institution doing business in this state;
- and
- (6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES. A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

- (1) has a stated maturity of 270 days or fewer from the date of its issuance;
- (2) will be, in accordance with its terms, liquidated in full at maturity;
- (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and
- (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER. Commercial paper is an authorized investment under this subchapter if the commercial paper:

- (1) has a stated maturity of 365 days or fewer from the date of its issuance; and
- (2) is rated not less than A-1 or P-1 or an equivalent rating by at least:
 - (A) two nationally recognized credit rating agencies; or
 - (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 2, eff. September 1, 2019.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS.

(a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and

(3) complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years; and

(3) either:

(A) has a duration of one year or more and is invested exclusively in obligations approved by this subchapter; or

(B) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

(c) An entity is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);

(2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 4, eff. June 14, 2017.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section 2256.009(a) (1), excluding those obligations described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract; and
- (3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

- (1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
- (2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
- (3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
- (4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
- (5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

(d) Section 1371.059(c) applies to the execution of a guaranteed investment contract by an investing entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 5, eff. June 14, 2017.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS. (a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

- (1) the types of investments in which money is allowed to be invested;
- (2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- (3) the maximum stated maturity date any investment security within the portfolio has;
- (4) the objectives of the pool;
- (5) the size of the pool;
- (6) the names of the members of the advisory board of the pool and the dates their terms expire;
- (7) the custodian bank that will safekeep the pool's assets;
- (8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- (9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- (10) the name and address of the independent auditor of the pool;
- (11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- (12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
- (13) the pool's policy regarding holding deposits in cash.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity:

- (1) investment transaction confirmations; and
- (2) a monthly report that contains, at a minimum, the following information:
 - (A) the types and percentage breakdown of securities in which the pool is invested;
 - (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - (E) the size of the pool;
 - (F) the number of participants in the pool;
 - (G) the custodian bank that is safekeeping the assets of the pool;
 - (H) a listing of daily transaction activity of the entity participating in the pool;
 - (I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
 - (J) the portfolio managers of the pool; and
 - (K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, for purposes of an investment pool for which a \$1.00 net asset value is maintained, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter:

- (1) a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily; and
- (2) if the investment pool uses amortized cost:
 - (A) the investment pool must, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed

to two decimal places;

(B) the governing body of the investment pool must, if the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005; and

(C) the investment pool must, in addition to the requirements of its investment policy and any other forms of reporting, report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 7, eff. June 17, 2011.

Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 6, eff. June 14, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 3, eff. September 1, 2019.

Sec. 2256.017. EXISTING INVESTMENTS. Except as provided by Chapter 2270, an entity is not required to liquidate investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1, 1997.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 2, eff. May 23, 2017.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 8, eff. June 17, 2011.

Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

(1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));

(2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a

holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

(3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY. (a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.

(b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement against fuel expenses.

(c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.

(d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 7 (S.B. 495), Sec. 1, eff. April 13, 2007.

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for

oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371 (S.B. 894), Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804 (H.B. 2346), Sec. 1, eff. September 1, 2011.

Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:

(1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or

(2) is an unsecured debt obligation.

(b) This section applies only to an independent school district that qualifies as an issuer as defined by Section 1371.001.

(c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally

recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

(d) An independent school district subject to this section is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

(2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

(e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:

(1) amends its investment policy to authorize corporate bonds as an eligible investment;

(2) adopts procedures to provide for:

(A) monitoring rating changes in corporate bonds acquired with public funds; and

(B) liquidating the investment in corporate bonds; and

(3) identifies the funds eligible to be invested in corporate bonds.

(f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

(1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

(2) changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

(g) Repealed by Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 5, eff. September 1, 2019.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347 (S.B. 1543), Sec. 1, eff. June 17, 2011.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 5, eff. September 1, 2019.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST. (a)

In this section:

(1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.

(2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.

(b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121 (S.B. 1464), Sec. 1, eff. September 1, 2005.

Sec. 2256.0206. AUTHORIZED INVESTMENTS: HEDGING TRANSACTIONS. (a)

In this section:

(1) "Eligible entity" means a political subdivision that has:

(A) a principal amount of at least \$250 million in:

(i) outstanding long-term indebtedness;

(ii) long-term indebtedness proposed to be issued; or

(iii) a combination of outstanding long-term

indebtedness and long-term indebtedness proposed to be issued; and

(B) outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

(2) "Eligible project" has the meaning assigned by Section 1371.001.

(3) "Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

(b) This section prevails to the extent of any conflict between this section and:

- (1) another law; or
- (2) an eligible entity's municipal charter, if applicable.

(c) The governing body of an eligible entity shall establish the entity's policy regarding hedging transactions.

(d) An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

(e) An eligible entity may pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

(f) Section 1371.059(c) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

(g) An eligible entity may credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

(h) An eligible entity's cost of or payment under a hedging contract or agreement may be considered:

- (1) an operation and maintenance expense of the eligible entity;
- (2) an acquisition expense of the eligible entity;
- (3) a project cost of an eligible project; or
- (4) a construction expense of the eligible entity.

Added by Acts 2017, 85th Leg., R.S., Ch. 773 (H.B. 1003), Sec. 7, eff. June 14, 2017.

Sec. 2256.0207. AUTHORIZED INVESTMENTS: PUBLIC JUNIOR COLLEGE DISTRICT FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, the governing board of a public junior college district may invest funds received by the district from a lease or contract for the management and development of land owned by the district and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by the governing board of a public junior college district under this section shall be segregated and accounted for separately from other funds of the district.

Added by Acts 2017, 85th Leg., R.S., Ch. 344 (H.B. 1472), Sec. 1, eff. September 1, 2017.

Redesignated from Government Code, Section 2256.0206 by Acts 2019, 86th Leg., R.S., Ch. 467 (H.B. 4170), Sec. 21.001(34), eff. September 1, 2019.

Sec. 2256.0208. LOCAL GOVERNMENT INVESTMENT OF BOND PROCEEDS AND PLEDGED REVENUE. (a) In this section, "pledged revenue" means money pledged to the payment of or as security for:

- (1) bonds or other indebtedness issued by a local government;
- (2) obligations under a lease, installment sale, or other agreement of a local government; or
- (3) certificates of participation in a debt or obligation described by Subdivision (1) or (2).

(b) The investment officer of a local government may invest bond proceeds or pledged revenue only to the extent permitted by this chapter, in accordance with:

- (1) statutory provisions governing the debt issuance or the agreement, as applicable; and
- (2) the local government's investment policy regarding the debt issuance or the agreement, as applicable.

Added by Acts 2019, 86th Leg., R.S., Ch. 1133 (H.B. 2706), Sec. 4, eff. September 1, 2019.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk assessment by the state auditor or performed at the direction of the state

auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section 321.013.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

(b) The report must:

- (1) describe in detail the investment position of the entity on the date of the report;
- (2) be prepared jointly by all investment officers of the entity;
- (3) be signed by each investment officer of the entity;
- (4) contain a summary statement of each pooled fund group that states the:
 - (A) beginning market value for the reporting period;
 - (B) ending market value for the period; and
 - (C) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the state agency or local government as it relates to:
 - (A) the investment strategy expressed in the agency's or local government's investment policy; and
 - (B) relevant provisions of this chapter.

(c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.

(d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be

formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004 (H.B. 2226), Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b) and Section 2256.017, this subchapter does not:

(1) prohibit an investment specifically authorized by other law;

or

(2) authorize an investment specifically prohibited by other law.

(b) Except with respect to those investing entities described in Subsection (c), a security described in Section 2256.009(b) is not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.

(c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in Section 2256.009(b) are authorized investments with respect to the housing bond programs operated by:

(1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;

(2) an entity created under Chapter 392, Local Government Code;

or

(3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 96 (S.B. 253), Sec. 3, eff. May 23, 2017.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made

under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE. At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2257. COLLATERAL FOR PUBLIC FUNDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2257.001. SHORT TITLE. This chapter may be cited as the Public Funds Collateral Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.002. DEFINITIONS. In this chapter:

(1) "Bank holding company" has the meaning assigned by Section 31.002(a), Finance Code.

(2) "Control" has the meaning assigned by Section 31.002(a), Finance Code.

(3) "Deposit of public funds" means public funds of a public entity that:

(A) the comptroller does not manage under Chapter 404; and

(B) are held as a demand or time deposit by a depository institution expressly authorized by law to accept a public entity's demand or time deposit.

(4) "Eligible security" means:

(A) a surety bond;

(B) an investment security;

(C) an ownership or beneficial interest in an investment security, other than an option contract to purchase or sell an investment security;

(D) a fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security;

(E) a floating-rate collateralized mortgage obligation that does not constitute a high-risk mortgage security; or

(F) a letter of credit issued by a federal home loan bank.

(5) "Investment security" means:

(A) an obligation that in the opinion of the attorney general of the United States is a general obligation of the United States and

backed by its full faith and credit;

(B) a general or special obligation issued by a public agency that is payable from taxes, revenues, or a combination of taxes and revenues; or

(C) a security in which a public entity may invest under Subchapter A, Chapter 2256.

(6) "Permitted institution" means:

(A) a Federal Reserve Bank;

(B) a clearing corporation, as defined by Section 8.102, Business & Commerce Code;

(C) a bank eligible to be a custodian under Section 2257.041; or

(D) a state or nationally chartered bank that is controlled by a bank holding company that controls a bank eligible to be a custodian under Section 2257.041.

(7) "Public agency" means a state or a political or governmental entity, agency, instrumentality, or subdivision of a state, including a municipality, an institution of higher education, as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.

(8) "Public entity" means a public agency in this state, but does not include an institution of higher education, as defined by Section 61.003, Education Code.

(9) "State agency" means a public entity that:

(A) has authority that is not limited to a geographic portion of the state; and

(B) was created by the constitution or a statute.

(10) "Trust receipt" means evidence of receipt, identification, and recording, including:

(A) a physical controlled trust receipt; or

(B) a written or electronically transmitted advice of transaction.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.48(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 914, Sec. 5, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 254, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 891, Sec. 3.22(4), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, Sec. 8.70, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.63, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 783 (H.B. 2103), Sec. 1, eff. June 17, 2011.

Sec. 2257.0025. HIGH-RISK MORTGAGE SECURITY. (a) For purposes of this chapter, a fixed-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) has an average life sensitivity with a weighted average life that:

(A) extends by more than four years, assuming an immediate and sustained parallel shift in the yield curve of plus 300 basis points; or

(B) shortens by more than six years, assuming an immediate and sustained parallel shift in the yield curve of minus 300 basis points; and

(2) is price sensitive; that is, the estimated change in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

(b) For purposes of this chapter, a floating-rate collateralized mortgage obligation is a high-risk mortgage security if the security:

(1) bears an interest rate that is equal to the contractual cap on the instrument; or

(2) is price sensitive; that is, the estimated change in the price of the mortgage derivative product is more than 17 percent, because of an immediate and sustained parallel shift in the yield curve of plus or minus 300 basis points.

Added by Acts 1997, 75th Leg., ch. 254, Sec. 2, eff. Sept. 1, 1997.

Sec. 2257.003. CHAPTER NOT APPLICABLE TO DEFERRED COMPENSATION PLANS. This chapter does not apply to funds that a public entity maintains or administers under a deferred compensation plan, the federal income tax treatment of which is governed by Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Sections 401(k) and 457).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.004. CONFLICT WITH OTHER LAW. This chapter prevails over any other law relating to security for a deposit of public funds to the extent of any conflict.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.005. CONTRACT GOVERNS LEGAL ACTION. A legal action brought by or against a public entity that arises out of or in connection with the duties of a depository, custodian, or permitted institution under this chapter must be brought and maintained as provided by the contract with the public entity.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER B. DEPOSITORY; SECURITY FOR DEPOSIT OF PUBLIC FUNDS

Sec. 2257.021. COLLATERAL REQUIRED. A deposit of public funds shall be secured by eligible security to the extent and in the manner required by this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.022. AMOUNT OF COLLATERAL. (a) Except as provided by Subsection (b), the total value of eligible security to secure a deposit of public funds must be in an amount not less than the amount of the deposit of public funds:

- (1) increased by the amount of any accrued interest; and
- (2) reduced to the extent that the United States or an instrumentality of the United States insures the deposit.

(b) The total value of eligible security described by Section 45.201(4)(D), Education Code, to secure a deposit of public funds of a school district must be in an amount not less than 110 percent of the amount of the deposit as determined under Subsection (a). The total market value of the eligible security must be reported at least once each month to the school district.

(c) The value of a surety bond is its face value.

(d) The value of an investment security is its market value.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 2003, 78th Leg., ch. 201, Sec. 46, eff. Sept. 1, 2003.

Sec. 2257.023. COLLATERAL POLICY. (a) In accordance with a written policy approved by the governing body of the public entity, a public entity shall determine if an investment security is eligible to secure deposits of public funds.

(b) The written policy may include:

- (1) the security of the institution that obtains or holds an investment security;
- (2) the substitution or release of an investment security; and
- (3) the method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.024. CONTRACT FOR SECURING DEPOSIT OF PUBLIC FUNDS. (a) A public entity may contract with a bank that has its main office or a branch office in this state to secure a deposit of public funds.

(b) The contract may contain a term or condition relating to an investment security used as security for a deposit of public funds, including a term or condition relating to the:

- (1) possession of the collateral;
- (2) substitution or release of an investment security;
- (3) ownership of the investment securities of the bank used to secure a deposit of public funds; and
- (4) method by which an investment security used to secure a deposit of public funds is valued.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1999, 76th Leg., ch. 344, Sec. 5.006, eff. Sept. 1, 1999.

Sec. 2257.025. RECORDS OF DEPOSITORY. (a) A public entity's depository shall maintain a separate, accurate, and complete record relating to a pledged investment security, a deposit of public funds, and a transaction related to a pledged investment security.

(b) The comptroller or the public entity may examine and verify at any reasonable time a pledged investment security or a record a depository maintains under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.16, eff. Sept. 1, 1997.

Sec. 2257.026. CHANGE IN AMOUNT OR ACTIVITY OF DEPOSITS OF PUBLIC FUNDS. A public entity shall inform the depository for the public entity's deposit of public funds of a significant change in the amount or activity of those deposits within a reasonable time before the change occurs.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER C. CUSTODIAN; PERMITTED INSTITUTION

Sec. 2257.041. DEPOSIT OF SECURITIES WITH CUSTODIAN. (a) In addition to other authority granted by law, a depository for a public entity other than a state agency may deposit with a custodian a security pledged to secure a deposit of public funds.

(b) At the request of the public entity, a depository for a public entity other than a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds.

(c) A depository for a state agency shall deposit with a custodian a security pledged to secure a deposit of public funds. The custodian and the state agency shall agree in writing on the terms and conditions for securing a deposit of public funds.

(d) A custodian must be approved by the public entity and be:

(1) a state or national bank that:

- (A) is designated by the comptroller as a state depository;
- (B) has its main office or a branch office in this state; and
- (C) has a capital stock and permanent surplus of \$5 million

or more;

(2) the Texas Treasury Safekeeping Trust Company;

(3) a Federal Reserve Bank or a branch of a Federal Reserve Bank;

(4) a federal home loan bank; or

(5) a financial institution authorized to exercise fiduciary powers that is designated by the comptroller as a custodian pursuant to Section 404.031(e).

(e) A custodian holds in trust the securities to secure the deposit of public funds of the public entity in the depository pledging the securities.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1995, 74th Leg., ch. 1010, Sec. 1, eff. June 17, 1995;

Acts 1997, 75th Leg., ch. 891, Sec. 3.17, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 344, Sec. 5.007, eff. Sept. 1, 1999.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 3, eff. September 1, 2009.

Sec. 2257.042. DEPOSIT OF SECURITIES WITH PERMITTED INSTITUTION. (a) A custodian may deposit with a permitted institution an investment security

the custodian holds under Section 2257.041.

(b) If a deposit is made under Subsection (a):

(1) the permitted institution shall hold the investment security to secure funds the public entity deposits in the depository that pledges the investment security;

(2) the trust receipt the custodian issues under Section 2257.045 shall show that the custodian has deposited the security in a permitted institution; and

(3) the permitted institution, on receipt of the investment security, shall immediately issue to the custodian an advice of transaction or other document that is evidence that the custodian deposited the security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.043. DEPOSITORY AS CUSTODIAN OR PERMITTED INSTITUTION. (a) A public entity other than a state agency may prohibit a depository or an entity of which the depository is a branch from being the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds.

(b) A depository or an entity of which the depository is a branch may not be the custodian of or permitted institution for a security the depository pledges to secure a deposit of public funds by a state agency.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.044. CUSTODIAN AS BAILEE. (a) A custodian under this chapter or a custodian of a security pledged to an institution of higher education, as defined by Section 61.003, Education Code, whether acting alone or through a permitted institution, is for all purposes the bailee or agent of the public entity or institution depositing the public funds with the depository.

(b) To the extent of any conflict, Subsection (a) prevails over Chapter 8 or 9, Business & Commerce Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.045. RECEIPT OF SECURITY BY CUSTODIAN. (a) On receipt of an investment security, a custodian shall immediately identify on its books and records, by book entry or another method, the pledge of the security to the public entity.

(b) For a deposit of public funds under Subchapter F, the custodian shall issue and deliver to the comptroller a trust receipt for the pledged security.

(c) For any other deposit of public funds under this chapter, at the written direction of the appropriate public entity officer, the custodian shall:

- (1) issue and deliver to the appropriate public entity officer a trust receipt for the pledged security; or
- (2) issue and deliver a trust receipt for the pledged security to the public entity's depository and instruct the depository to deliver the trust receipt to the public entity officer immediately.

(d) The custodian shall issue and deliver the trust receipt as soon as practicable on the same business day on which the investment security is received.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 434 (S.B. 581), Sec. 1, eff. June 14, 2013.

Sec. 2257.046. BOOKS AND RECORDS OF CUSTODIAN; INSPECTION. (a) A public entity's custodian shall maintain a separate, accurate, and complete record relating to each pledged investment security and each transaction relating to a pledged investment security.

(b) The comptroller or the public entity may examine and verify at any reasonable time a pledged investment security or a record a custodian maintains under this section. The public entity or its agent may inspect at any time an investment security evidenced by a trust receipt.

(c) The public entity's custodian shall file a collateral report with the comptroller in the manner and on the dates prescribed by the comptroller.

(d) At the request of the appropriate public entity officer, the public entity's custodian shall provide a current list of all pledged investment securities. The list must include, for each pledged investment security:

- (1) the name of the public entity;
- (2) the date the security was pledged to secure the public entity's deposit;
- (3) the Committee on Uniform Security Identification Procedures (CUSIP) number of the security;

- (4) the face value and maturity date of the security; and
- (5) the confirmation number on the trust receipt issued by the custodian.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.18, eff. Sept. 1, 1997.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 434 (S.B. 581), Sec. 2, eff. June 14, 2013.

Sec. 2257.047. BOOKS AND RECORDS OF PERMITTED INSTITUTION. (a) A permitted institution may apply book entry procedures when an investment security held by a custodian is deposited under Section 2257.042.

(b) A permitted institution's records must at all times state the name of the custodian that deposits an investment security in the permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.048. ATTACHMENT AND PERFECTION OF SECURITY INTEREST. (a) A security interest that arises out of a depository's pledge of a security to secure a deposit of public funds by a public entity or an institution of higher education, as defined by Section 61.003, Education Code, is created, attaches, and is perfected for all purposes under state law from the time that the custodian identifies the pledge of the security on the custodian's books and records and issues the trust receipt.

(b) A security interest in a pledged security remains perfected in the hands of a subsequent custodian or permitted institution.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER D. AUDITS AND EXAMINATIONS; PENALTIES

Sec. 2257.061. AUDITS AND EXAMINATIONS. As part of an audit or regulatory examination of a public entity's depository or custodian, the auditor or examiner shall:

- (1) examine and verify pledged investment securities and records maintained under Section 2257.025 or 2257.046; and
- (2) report any significant or material noncompliance with this chapter to the comptroller.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.062. PENALTIES. (a) The comptroller may revoke a depository's designation as a state depository for one year if, after notice and a hearing, the comptroller makes a written finding that the depository, while acting as either a depository or a custodian:

(1) did not maintain reasonable compliance with this chapter;
and

(2) failed to remedy a violation of this chapter within a reasonable time after receiving written notice of the violation.

(b) The comptroller may permanently revoke a depository's designation as a state depository if the comptroller makes a written finding that the depository:

(1) has not maintained reasonable compliance with this chapter;
and

(2) has acted in bad faith by not remedying a violation of this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.063. MITIGATING CIRCUMSTANCES. (a) The comptroller shall consider the total circumstances relating to the performance of a depository or custodian when the comptroller makes a finding required by Section 2257.062, including the extent to which the noncompliance is minor, isolated, temporary, or nonrecurrent.

(b) The comptroller may not find that a depository or custodian did not maintain reasonable compliance with this chapter if the noncompliance results from the public entity's failure to comply with Section 2257.026.

(c) This section does not relieve a depository or custodian of the obligation to secure a deposit of public funds with eligible security in the amount and manner required by this chapter within a reasonable time after the public entity deposits the deposit of public funds with the depository.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

Sec. 2257.064. REINSTATEMENT. The comptroller may reinstate a depository's designation as a state depository if:

- (1) the comptroller determines that the depository has remedied all violations of this chapter; and
- (2) the depository assures the comptroller to the comptroller's satisfaction that the depository will maintain reasonable compliance with this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 891, Sec. 3.19, eff. Sept. 1, 1997.

SUBCHAPTER E. EXEMPT INSTITUTIONS

Sec. 2257.081. DEFINITION. In this subchapter, "exempt institution" means:

- (1) a public retirement system, as defined by Section 802.001;
- or
- (2) the permanent school fund, as described by Section 43.001, Education Code.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Amended by Acts 1997, 75th Leg., ch. 165, Sec. 6.31, eff. Sept. 1, 1997.

Sec. 2257.082. FUNDS OF EXEMPT INSTITUTION. An exempt institution is not required to have its funds fully insured or collateralized at all times if:

- (1) the funds are held by:
 - (A) a custodian of the institution's assets under a trust agreement; or
 - (B) a person in connection with a transaction related to an investment; and
- (2) the governing body of the institution, in exercising its fiduciary responsibility, determines that the institution is adequately protected by using a trust agreement, special deposit, surety bond, substantial deposit insurance, or other method an exempt institution commonly uses to protect itself from liability.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2257.083. INVESTMENT; SELECTION OF DEPOSITORY. This chapter does not:

(1) prohibit an exempt institution from prudently investing in a certificate of deposit; or

(2) restrict the selection of a depository by the governing body of an exempt institution in accordance with its fiduciary duty.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

SUBCHAPTER F. POOLED COLLATERAL TO SECURE

DEPOSITS OF CERTAIN PUBLIC FUNDS

Sec. 2257.101. DEFINITION. In this subchapter, "participating institution" means a financial institution that holds one or more deposits of public funds and that participates in the pooled collateral program under this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.102. POOLED COLLATERAL PROGRAM. (a) As an alternative to collateralization under Subchapter B, the comptroller by rule shall establish a program for centralized pooled collateralization of deposits of public funds and for monitoring collateral maintained by participating institutions. The rules must provide that deposits of public funds of a county are not eligible for collateralization under the program. The comptroller shall provide for a separate collateral pool for any single participating institution's deposits of public funds.

(b) Under the pooled collateral program, the collateral of a participating institution pledged for a public deposit may not be combined with, cross-collateralized with, aggregated with, or pledged to another participating institution's collateral pools for pledging purposes.

(c) A participating institution may pledge its pooled securities to more than one participating depositor under contract with that participating institution.

(d) The pooled collateral program must provide for:

(1) participation in the program by a participating institution and each affected public entity to be voluntary;

(2) uniform procedures for processing all collateral transactions that are subject to an approved security agreement described by Section 2257.103; and

(3) the pledging of a participating institution's collateral securities using a single custodial account instead of an account for each depositor of public funds.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.103. PARTICIPATION IN POOLED COLLATERAL PROGRAM. A financial institution may participate in the pooled collateral program only if:

- (1) the institution has entered into a binding collateral security agreement with a public agency for a deposit of public funds and the agreement permits the institution's participation in the program;
- (2) the comptroller has approved the institution's participation in the program; and
- (3) the comptroller has approved or provided the collateral security agreement form used.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.104. COLLATERAL REQUIRED; CUSTODIAN TRUSTEE. (a) Each participating institution shall secure its deposits of public funds with eligible securities the total value of which equals at least 102 percent of the amount of the deposits of public funds covered by a security agreement described by Section 2257.103 and deposited with the participating institution, reduced to the extent that the United States or an instrumentality of the United States insures the deposits. For purposes of determining whether collateral is sufficient to secure a deposit of public funds, Section 2257.022(b) does not apply to a deposit of public funds held by the participating institution and collateralized under this subchapter.

(b) A participating institution shall provide for the collateral securities to be held by a custodian trustee, on behalf of the participating institution, in trust for the benefit of the pooled collateral program. A custodian trustee must qualify as a custodian under Section 2257.041.

(c) The comptroller by rule shall regulate a custodian trustee under the pooled collateral program in the manner provided by Subchapter C to the extent practicable. The rules must ensure that a custodian trustee depository does not own, is not owned by, and is independent of the financial institution or institutions for which it holds the securities in

trust, except that the rules must allow the following to be a custodian trustee:

- (1) a federal reserve bank;
 - (2) a banker's bank, as defined by Section 34.105, Finance Code;
- and
- (3) a federal home loan bank.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.105. MONITORING COLLATERAL. (a) Each participating institution shall file the following reports with the comptroller electronically and as prescribed by rules of the comptroller:

- (1) a daily report of the aggregate ledger balance of deposits of public agencies participating in the pooled collateral program that are held by the institution, with each public entity's funds held itemized;
- (2) a weekly summary report of the total market value of securities held by a custodian trustee on behalf of the participating institution;
- (3) a monthly report listing the collateral securities held by a custodian trustee on behalf of the participating institution, together with the value of the securities; and
- (4) as applicable, a participating institution's annual report that includes the participating institution's financial statements.

(b) The comptroller shall provide the participating institution an acknowledgment of each report received.

(c) The comptroller shall provide a daily report of the market value of the securities held in each pool.

(d) The comptroller shall post each report on the comptroller's Internet website.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.106. ANNUAL ASSESSMENT. (a) Once each state fiscal year, the comptroller shall impose against each participating institution an assessment in an amount sufficient to pay the costs of administering this subchapter. The amount of an assessment must be based on factors that include the number of public entity accounts a participating institution maintains, the number of transactions a participating institution conducts, and the aggregate average weekly deposit amounts during that state fiscal

year of each participating institution's deposits of public funds collateralized under this subchapter. The comptroller by rule shall establish the formula for determining the amount of the assessments imposed under this subsection.

(b) The comptroller shall provide to each participating institution a notice of the amount of the assessment against the institution.

(c) A participating institution shall remit to the comptroller the amount assessed against it under this section not later than the 45th day after the date the institution receives the notice under Subsection (b).

(d) Money remitted to the comptroller under this section may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.107. PENALTY FOR REPORTING VIOLATION. The comptroller may impose an administrative penalty against a participating institution that does not timely file a report required by Section 2257.105.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.108. NOTICE OF COLLATERAL VIOLATION; ADMINISTRATIVE PENALTY. (a) The comptroller may issue a notice to a participating institution that the institution appears to be in violation of collateral requirements under Section 2257.104 and rules of the comptroller.

(b) The comptroller may impose an administrative penalty against a participating institution that does not maintain collateral in an amount and in the manner required by Section 2257.104 and rules of the comptroller if the participating institution has not remedied the violation before the third business day after the date a notice is issued under Subsection (a).

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.109. PENALTY FOR FAILURE TO PAY ASSESSMENT. The comptroller may impose an administrative penalty against a participating institution that does not pay an assessment against it in the time provided by Section 2257.106(c).

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.110. PENALTY AMOUNT; PENALTIES NOT EXCLUSIVE. (a) The comptroller by rule shall adopt a formula for determining the amount of a penalty under this subchapter. For each violation and for each day of a continuing violation, a penalty must be at least \$100 per day and not more than \$1,000 per day. The penalty must be based on factors that include:

- (1) the aggregate average weekly deposit amounts during the state fiscal year of the institution's deposits of public funds;
- (2) the number of violations by the institution during the state fiscal year;
- (3) the number of days of a continuing violation; and
- (4) the average asset base of the institution as reported on the institution's year-end report of condition.

(b) The penalties provided by Sections 2257.107-2257.109 are in addition to those provided by Subchapter D or other law.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.111. PENALTY PROCEEDING CONTESTED CASE. A proceeding to impose a penalty under Section 2257.107, 2257.108, or 2257.109 is a contested case under Chapter 2001.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.112. SUIT TO COLLECT PENALTY. The attorney general may sue to collect a penalty imposed under Section 2257.107, 2257.108, or 2257.109.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.113. ENFORCEMENT STAYED PENDING REVIEW. Enforcement of a penalty imposed under Section 2257.107, 2257.108, or 2257.109 may be stayed during the time the order is under judicial review if the participating institution pays the penalty to the clerk of the court or files a supersedeas bond with the court in the amount of the penalty. A participating institution that cannot afford to pay the penalty or file the

bond may stay the enforcement by filing an affidavit in the manner required by the Texas Rules of Civil Procedure for a party who cannot afford to file security for costs, subject to the right of the comptroller to contest the affidavit as provided by those rules.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.

Sec. 2257.114. USE OF COLLECTED PENALTIES. Money collected as penalties under this subchapter may be appropriated only for the purposes of administering this subchapter.

Added by Acts 2009, 81st Leg., R.S., Ch. 486 (S.B. 638), Sec. 1, eff. September 1, 2009.



Joleen E. Fregia
 Chief Deputy
 E-Mail
joleen@co.jefferson.tx.us

Charlie Hallmark
 County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 E-Mail
challmark@co.jefferson.tx.us

January 13, 2022

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of November 30th, 2021, including interest earnings.

The 90 day Treasury discount rate on November 30th, 2021 was 0.05% and the interest on your checking accounts for the month of November was 0.16%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda for January 18th, 2022, to be received and filed.

Sincerely,

Charlie Hallmark CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for November, 2021, including the year to date total earnings on County funds.

FISCAL YEAR 2021-2022

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.050%	\$17,244.34	0.160%	\$0.00	0.000%
NOVEMBER	0.050%	\$19,028.99	0.160%	\$0.00	0.000%
DECEMBER	0.000%	\$0.00	0.160%	\$0.00	0.000%
JANUARY	0.000%	\$0.00	0.160%	\$0.00	0.000%
FEBRUARY	0.000%	\$0.00	0.160%	\$0.00	0.000%
MARCH	0.000%	\$0.00	0.160%	\$0.00	0.000%
APRIL	0.000%	\$0.00	0.160%	\$0.00	0.000%
MAY	0.000%	\$0.00	0.160%	\$0.00	0.000%
JUNE	0.000%	\$0.00	0.160%	\$0.00	0.000%
JULY	0.000%	\$0.00	0.160%	\$0.00	0.000%
AUGUST	0.000%	\$0.00	0.160%	\$0.00	0.000%
SEPTEMBER	0.000%	\$0.00	0.160%	\$0.00	0.000%
ANNUAL TOTALS		\$36,273.33		\$0.00	\$36,273.33

SECTION 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION

5.2 SPECIFIC STANDARDS

5.2-5 Jefferson County Hazard Mitigation Assistance (HMA) Grant Projects

All residential structures that are part of Jefferson County HMA Grant Projects, shall be elevated either, three (3) feet above the best available BFE as determined by the County Floodplain Administrator or one (1) foot above the highwater flood elevation for the structure, whichever is higher. The elevations set for elevating a structure shall be rounded up to the nearest 0.5 foot. All structures shall be elevated using a pier system. The minimum elevation from ground level under the structure shall be no less than 3 feet. All residential structures elevated under this section shall follow all other requirements provided for in the Jefferson County Flood Damage Prevention Order, regardless of the assigned flood zone including those located in "C" or "X" zones.

To determine the best available BFE, The Floodplain Administrator may obtain, review, and reasonably utilize any base flood elevation, advisory base elevation, highwater mark data and/or floodway data available from a Federal, State or other authoritative source.

ENGINEERING DEPARTMENT**AGENDA ITEM**

January 18, 2022

- a) Consider, possibly approve and authorize the County Judge to execute, receive and file an Interlocal Agreement (ILA) between Jefferson County and the City of Beaumont regarding the upcoming maintenance activities and responsibility for future maintenance of Spindletop Road as depicted in the attached agreement.

RESOLUTION NO. 22-017

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 Interlocal Agreement between the City of Beaumont and Jefferson County, Texas for the construction of the proposed Spindletop Avenue Roadway and Drainage Rehabilitation Project in the amount not to exceed \$265,000.00. The Interlocal Agreement 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 12th day of
October, 2021.



Robin Mouton
- Mayor Robin Mouton -

STATE OF TEXAS

§

INTERLOCAL AGREEMENT

§

COUNTY OF JEFFERSON

§

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Beaumont for the mutual benefit of the citizens they serve, desire to enter into a contract regarding the reconstruction, widening, and road drainage ditch improvements for Spindletop Road (the Road) to the limits as shown in Attachment #1, pursuant to Chapter 791 Texas Government Code; and,

WHEREAS, the City of Beaumont/Jefferson County boundary line follows the center line of the road which has resulted in difficulties in conducting necessary maintenance work for the City of Beaumont and Jefferson County Precinct #4; and

WHEREAS, industrial development and damage to the road, due to increased frequencies and intensities of rain and storm events and increased industrial traffic has affected the functioning of the road regarding width and road condition; and

WHEREAS, Jefferson County does not have an adequate supply of labor or equipment suited for the described necessary work and all work would need to be performed by contract services; and

WHEREAS, through the performance of the project in conjunction with the regular City of Beaumont Street Rehabilitation Project, the project will be performed more cost effectively and efficiently for the benefit of all parties; and

NOW, THEREFORE, KNOW ALL MEN BY THE PRESENTS:

City of Beaumont and Jefferson County hereby agree as follows:

1. The City of Beaumont shall perform all labor and associated services included but not limited to; surveying, design, geotechnical review, as necessary, drainage plan development, plans and specification development, utility relocation, bidding, property owner notifications, construction management and any/all other work associated with the reconstruction, widening and road ditch improvement of Spindletop Road Project to the limits shown on Attachment #1.
2. The City of Beaumont agrees to perform boundary survey work as necessary to develop the new metes and bounds description and/or other appropriate documents for the relocation of the City Limit line from the center line of the Spindletop Road to the south Right of Way (ROW) line of Spindletop Road.

3. City of Beaumont agrees to provide documents for the relocation of the ROW line to Jefferson County for review and approval.
4. City of Beaumont agrees to allow Jefferson County representatives to observe construction on an informal bases as construction progresses.
5. City of Beaumont will provide Jefferson County with Issued for Bid/Construction Plans, bid items quantities and progress payments made to the Contractor related to Spindletop Road.
6. Jefferson County agrees to pay the City of Beaumont up to, but not over, one half of the estimated construction costs of \$530,000 as estimated by the City of Beaumont (see Attachment #2). The maximum amount to be paid by Jefferson County will be \$265,000. Payment to be made in one lump sum to the City of Beaumont after the City of Beaumont acceptance of the work and recommendation of payment to the Contractor for work related to Spindletop Road.
7. Any changes in costs or scope of work to Spindletop Road portion of the project must be mutually agreed upon in writing by both parties.
8. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
9. This agreement shall be construed according to the laws of the State of Texas.
10. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
11. Any employee of a party performing services pursuant to this agreement shall not be deemed to be an agent or employee of the party receiving services under this agreement.
12. 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.

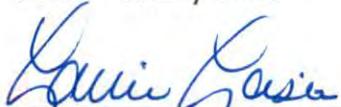
Executed on the 12th day of January, 2022.



 Jeff R. Branick
 County Judge, Jefferson County



 Robin Mouton
 Mayor, City of Beaumont

Attest: County Clerk


 LAURIE LESTER - COUNTY CLERK

Attest:






ATTACHMENT #1
(pg1/2)



ATTACHMENT #1 (pg 2/2)

For: SPINDLETOP

ESTIMATED CONSTRUCTION COST

ATTACHMENT #2

Limits: MLK TO SULPHUR *With Ditching

Item No.	Item Code	Description	Estimated Quantity	Unit	Unit Price	Total
100	6001	PREP ROW (NOT TO EXCEED \$300 PER STATION)	26.00	STA	\$ 1,000.00	\$ 26,000.00
275	6006	CEMENT TRT (EXIST MTL) (10") (6% CEM-LIME SLURRY) (PLAN QTY)	6,350.00	SY	\$ 13.00	\$ 82,550.00
341	6003	D-GR HMA TY-F PG76-22 (LEVEL-UP) (1.25") (LIMITS OF PAY PROP. ROAD WIDTH)	480.00	TON	\$ 115.00	\$ 55,200.00
344	6001	SUPERPAVE (SP-D) (PG 76-22) (2") (LIMITS OF PAY PROP. ROAD WIDTH)	6,900.00	SY	\$ 14.00	\$ 96,600.00
351	6001	REPAIR OF FLEXIBLE PAVEMENT (8" ASB)	1,150.00	SY	\$ 100.00	\$ 115,000.00
500	6001	MOBILIZATION (NOT TO EXCEED 5%)	1.00	LS	\$ 25,000.00	\$ 25,000.00
502	6001	BARRICADES, SIGNS & TRAFFIC HANDLING	3.00	MO	\$ 10,000.00	\$ 30,000.00
530	6011	INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (ACP)	227.00	SY	\$ 25.00	\$ 5,675.00
666	6001	Striping	2,600.00	LF	\$ 2.50	\$ 6,500.00
760	6011	Cleaning and Reshping Ditches	5,000.00	LF	\$ 8.00	\$ 40,000.00
CONSTRUCTION ESTIMATE						\$ 482,525.00

+ 10% CONTINGENCY	\$	48,252.50
BID TOTAL + 10% CONTINGENCY	\$	530,777.50



6/16/2020
DAT

memo

Jefferson County MIS Dept.

To: Commissioners Court

From: MIS Dept.

CC:

Date: 1/13/2022

Re: Agenda Item

Please consider accepting & signing the quotes for the cabling & phone system upgrade.

Thank you.



PO Box 2233 Beaumont TX 77704
Office: (409) 840-5223 Fax (409)840-5205
maverickinc.com

Firm Quote

Date:	Estimate Number:
12/28/2021	13346
	Maverick Job No:
	Customer PO No:
	Pending

Submitted To:

Jefferson County Auditors Office
 Attn: Accounts Payable
 1149 Pearl Street, 7th Floor
 Beaumont, TX 77701

File Name:	Customer Contact:
New Fiber and Drops	John Ferrara
Job Description:	Quantity:
This Estimate is based on Maverick Communications installing new Network Drops and Fiber Cabling inside the "Old Courthouse, New Courthouse, Annex Buildings, and Sheriffs Office". There will be a total of nine hundred (900) Category Six drops ran throughout the facility. There will be twenty (20) fiber runs as well throughout each facility. All drops and fiber cables will be terminated, tested, and labeled accordingly on each end. All work is priced to be performed during normal business hours. If for any reason, Maverick must have to schedule work after normal working hours, additional overtime charges will be applied. It will be up to County Personnel to schedule times when work can be performed in the Court Rooms during normal business hours.	
Corning 12-Fiber Fan-Out Kit: FAN-BT25-12	4
Corning LC S/M CCH Panel: CCH-CP12-A9	38
Corning 24-Port S/M LC Panel: CCH-CP24-A9	2
Corning 4-Rack Closet Connector Housing: CCH-04U	2
Corning Closet Housing 1 Rack Shelf: CCH-01U	19
Corning 012E81-33131-24 12SM Fiber Cable	3,325
UniCam High Performance LC S/M Connector: 95-200-99	504
Corning 024E81-33131-24 24SM Fiber Cable	425
Corning 012ZU4-T422D20 OSP Fiber Cable	625

Subtotal:
Sales Tax: (8.25%)
Total:

*** Material pricing is good for 30 days from date of estimate.**

Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.

Customer Signature: _____

Date of Acceptance: _____



PO Box 2233 Beaumont TX 77704
Office: (409) 840-5223 Fax (409)840-5205
maverickinc.com

Firm Quote

Date:	Estimate Number:
12/28/2021	13346
	Maverick Job No:
	Customer PO No:
	Pending

Submitted To:

Jefferson County Auditors Office
 Attn: Accounts Payable
 1149 Pearl Street, 7th Floor
 Beaumont, TX 77701

File Name:	Customer Contact:
New Fiber and Drops	John Ferrara
Job Description:	Quantity:
Cat 6 24 Port Patch Panel	38
Category 6 Jacks	900
Faceplate 2 Port	675
Faceplate 1 Port	225
Category 6 PVC Network Cable	158,000
CPI 11960-706 13U Black Wall Mount Rack	2
CPI 55053-703 2-Post Floor Mount Rack	1
Miscellaneous Small Parts, Supports, Wire Mold, etc.	1
Labor Charge - Tech (S/T Rate) for Fiber Installation	276
Labor Charge - Tech (S/T Rate) for Copper Installation	1,440
Bucket Truck Charge	3
Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified.	Subtotal: \$218,653.71
* Material pricing is good for 30 days from date of estimate.	Sales Tax: (8.25%) \$0.00
Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.	Total: \$218,653.71

Customer Signature: _____

Date of Acceptance: _____

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

Confidential Solutions Proposal

CS1000 MIGRATION

Quote # 002679

Version 1

Prepared for:

Jefferson County Texas

Prepared by:

Rodney Hyde

Courthouse		MSRP	Price	Qty	Ext. Price
185446	AVAYA COMMUNICATIONS SOLUTION	\$0.00	\$0.00	1	\$0.00
184716	CM S8700 MULTI CONNECT MODEL UPGRADE	\$0.00	\$0.00	1	\$0.00
228490	ONE-X AGENT R2 FREE-MAX 3 PLD LIC: CU	\$0.00	\$0.00	3	\$0.00
307099	AVAYA DIAGONSTIC SERVER SLA MON OVA LIC:DS	\$0.00	\$0.00	1	\$0.00
396838	CC R8 ELITE AGENT NEW 1-250 LIC:CU	\$650.00	\$388.70	1	\$388.70
397071	AURA R8 CORE SUITE SW INVEST PROTECTION POLICY LIC:NU;CU;SR	\$93.00	\$44.92	1500	\$67,380.00
397108	AURA R8 ANALOG NEW/ADD LIC: NU	\$40.00	\$19.32	311	\$6,008.52
397115	AURA SUITE R8 ASBCE R8 STANDARD SERVICES /E LIC:CU	\$0.00	\$0.00	430	\$0.00
397116	AURA SUITE R8 ASBCE R8 ADVANCED SERVICES /E LIC:CU	\$0.00	\$0.00	215	\$0.00
397117	AURA SUITE R8 ASBCE R8 STANDARD HIGH AVAIL LIC /E LIC:CU	\$0.00	\$0.00	430	\$0.00
397118	AURA SUITE R8 ASBCE R8 ADVANCED HIGH AVAIL LIC /E LIC:CU	\$0.00	\$0.00	215	\$0.00
397216	ASBCE R8 ELEMENT MANAGER LIC:DS	\$0.00	\$0.00	1	\$0.00
397217	ASBCE R8 HIGH AVAILABILITY LIC:DS	\$0.00	\$0.00	1	\$0.00
397228	ASBCE R8 VE VAPP ENABLEMENT	\$400.00	\$193.20	2	\$386.40
397230	ASBCE R8 VE VAPP TRACKING CODE NEW LICENSE	\$0.00	\$0.00	2	\$0.00
397272	AURA SYSTEM MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT	\$0.00	\$0.00	1	\$0.00
397285	SYSTEM MANAGER R8 VIRTUAL PLATFORM NEW SYSTEM TRACKING	\$0.00	\$0.00	1	\$0.00
397287	AURA SYSTEM MANAGER R8 LIC:DS	\$0.00	\$0.00	1	\$0.00
397515	APPL ENBLMNT R8 BASIC TSAPI LIC:DS;CU	\$40.00	\$23.92	88	\$2,104.96
397546	APPL ENBLMNT R8 DMCC FULL LIC:DS;CU	\$240.00	\$143.52	88	\$12,629.76

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

Courthouse		MSRP	Price	Qty	Ext. Price
397579	APPL ENBLMNT R8 VE VIRTUAL APPLIANCE ENABLEMENT	\$0.00	\$0.00	1	\$0.00
397580	APPL ENBLMNT R8 NEW SYSTEM TRACKING	\$0.00	\$0.00	1	\$0.00
397583	APPL ENBLMNT R8 PLDS ENABLE FOR APPLICATION SPECIFIC LIC LIC:DS	\$0.00	\$0.00	1	\$0.00
397903	SESSION MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT	\$0.00	\$0.00	1	\$0.00
397937	DEVICE SERVICES R8 VE VAPPLIANCE SYSTEM ENABLEMENT	\$0.00	\$0.00	1	\$0.00
397941	SESSION MANAGER R8 SYSTEM LIC:DS;NU;SR	\$1,300.00	\$1,554.80	1	\$1,554.80
397945	SM BRANCH SESSION MANAGER (BSM) R8 SYSTEM LICENSE LIC:DS;NU;SR	\$300.00	\$358.80	1	\$358.80
398771	AURA R8 AVAYA MESSAGING BASIC SEAT /E LIC:NU	\$0.00	\$0.00	1500	\$0.00
405362641	POWER CORD USA	\$23.00	\$11.11	4	\$44.44
700394661	MM711 ANALOG MEDIA MODULE RHS	\$1,600.00	\$864.80	1	\$864.80
700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS	\$3,000.00	\$1,621.50	8	\$12,972.00
700506955	G450 MP160 MEDIA GATEWAY	\$10,525.00	\$5,688.76	2	\$11,377.52
700507394	G450 R2 POWER SUPPLY	\$1,000.00	\$506.00	2	\$1,012.00
700512394	J159 IP PHONE	\$370.00	\$157.44	1500	\$236,160.00
700514337	J100 EXPANSION MODULE 24	\$205.00	\$153.75	3	\$461.25
700512377	POWER ADAPTOR 5V 1600 SERIES IP PHONE US, PRODUCT	\$16.00	\$12.00	2	\$24.00
Subtotal:					\$353,727.95

Jail		MSRP	Price	Qty	Ext. Price
381276	APPLIANCE VIRTUAL PLTFRM R7+ SINGLE CPU EMBEDDED SERVER LIC:SR	\$150.00	\$179.40	1	\$179.40
397174	AURA R8 CM VE VAPPLIANCE SYS ENABLEMENT	\$0.00	\$0.00	1	\$0.00

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

Jail		MSRP	Price	Qty	Ext. Price
397514	APPLIANCE VIRTUAL PLATFORM R8 UTILITIES VAPP ENABLEMENT	\$0.00	\$0.00	1	\$0.00
397931	SM BRANCH SESSION MANAGER (BSM) R8 VE VAPPLIANCE SYS ENABLEMENT	\$0.00	\$0.00	1	\$0.00
700513985	APPLIANCE VIRTUAL PLATFORM R8 MEDIA KIT	\$150.00	\$72.45	1	\$72.45
405362641	POWER CORD USA	\$23.00	\$11.11	2	\$22.22
700394661	MM711 ANALOG MEDIA MODULE RHS	\$1,600.00	\$864.80	1	\$864.80
700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS	\$3,000.00	\$1,621.50	3	\$4,864.50
700506955	G450 MP160 MEDIA GATEWAY	\$10,525.00	\$5,688.76	1	\$5,688.76
700507394	G450 R2 POWER SUPPLY	\$1,000.00	\$506.00	1	\$506.00
700508924	S8300E SERVER	\$3,600.00	\$1,945.80	1	\$1,945.80
397216	ASBCE R8 ELEMENT MANAGER LIC:DS	\$0.00	\$0.00	1	\$0.00
397217	ASBCE R8 HIGH AVAILABILITY LIC:DS	\$0.00	\$0.00	1	\$0.00
397228	ASBCE R8 VE VAPP ENABLEMENT	\$400.00	\$193.20	2	\$386.40
Subtotal:					\$14,530.33

Sub-Courthouse		MSRP	Price	Qty	Ext. Price
405362641	POWER CORD USA	\$23.00	\$11.11	1	\$11.11
700394661	MM711 ANALOG MEDIA MODULE RHS	\$1,600.00	\$864.80	1	\$864.80
700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS	\$3,000.00	\$1,621.50	1	\$1,621.50
700512173	G430 MP40 MEDIA GATEWAY GSA	\$2,100.00	\$1,135.05	1	\$1,135.05
Subtotal:					\$3,632.46

Juvenile		MSRP	Price	Qty	Ext. Price
405362641	POWER CORD USA	\$23.00	\$11.11	1	\$11.11
700394661	MM711 ANALOG MEDIA MODULE RHS	\$1,600.00	\$864.80	1	\$864.80
700512173	G430 MP40 MEDIA GATEWAY GSA	\$2,100.00	\$1,135.05	1	\$1,135.05

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

Subtotal:	\$2,010.96
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Adult Probation		MSRP	Price	Qty	Ext. Price
405362641	POWER CORD USA	\$23.00	\$11.11	1	\$11.11
700394661	MM711 ANALOG MEDIA MODULE RHS	\$1,600.00	\$864.80	1	\$864.80
700512173	G430 MP40 MEDIA GATEWAY GSA	\$2,100.00	\$1,135.05	1	\$1,135.05
Subtotal:					\$2,010.96

Avaya Messaging Upgrade		MSRP	Price	Qty	Ext. Price
185446	AVAYA COMMUNICATIONS SOLUTION	\$0.00	\$0.00	1	\$0.00
403221	AVAYA MESSAGING MODEL UPG ADDS	\$0.00	\$0.00	1	\$0.00
410019	AVAYA MESSAGING R11 CONSOLIDATED SERVER TRACKING	\$0.00	\$0.00	1	\$0.00
410041	AVAYA MESSAGING R11 CONTENT SYNCH ENGINE TRACKING	\$0.00	\$0.00	1	\$0.00
410705	AV MSG R11 ADVANCED SEAT ENTITLEMENT ENSA MIGRATION LIC:NU	\$0.00	\$0.00	1000	\$0.00
410708	AV MSG R11 SR140 FAX 2 PORT ENTITLEMENT ENSA MIGRATION LIC:DS,SR	\$0.00	\$0.00	1	\$0.00
Subtotal:					\$0.00

Call Recording Upgrade		MSRP	Price	Qty	Ext. Price
INST-UPG-10	Engage Professional Services Remote Installation New Engage VM	\$4,500.00	\$3,300.00	1	\$3,300.00
INST-UPG-12	Admin training for Major Software Upgrade	\$2,400.00	\$1,320.00	1	\$1,320.00
INST-IVR-100	Engage Upgrade and Data Migration Prof Services	\$3,800.00	\$1,980.00	1	\$1,980.00
INST-IVR-101	Voice Platform Migration Prof Services	\$4,500.00	\$3,300.00	1	\$3,300.00
Subtotal:					\$9,900.00

Services		MSRP	Price	Qty	Ext. Price
Install	System Installer	\$125.00	\$100.00	838	\$83,800.00

Services		MSRP	Price	Qty	Ext. Price
Software Programmer	System and Software Programmer	\$150.00	\$120.00	390	\$46,800.00
Senior Software Programmer	Special Applications Programming	\$225.00	\$180.00	250	\$45,000.00
Project Manager	Project Management	\$150.00	\$120.00	145	\$17,400.00
Trainer	Administration and End User Training	\$150.00	\$120.00	117	\$14,040.00
Subtotal:					\$207,040.00

Annual Software Support - Year 1		MSRP	Price	Qty	Ext. Price
232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL	\$0.00	\$0.00	1	\$0.00
343972	SA PREFER SUPT AES R8 BASIC TSAPI 3YR AN PREPD	\$5.40	\$3.89	88	\$342.32
344035	SA PREFER SUPT AES R8 DMCC FULL 3YR AN PREPD	\$26.40	\$19.15	88	\$1,685.20
344161	SA PREFER SUPT CC R8 ELITE AGENT 3YR AN PREPD	\$100.56	\$73.01	1	\$73.01
344223	SA PREFER SUPT AURA R8 ANALOG 3YR AN PREPD	\$5.04	\$3.60	311	\$1,119.60
344279	SA PREFER SUPT AURA R8 CORE SUITE 3YR AN PREPD	\$40.32	\$29.23	1500	\$43,845.00
230170	SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$600.00	\$471.60	2	\$943.20
230140	SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD	\$504.00	\$396.14	1	\$396.14
230140	SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD	\$504.00	\$396.14	1	\$396.14
293650	SA PREFER SUPT AAVP R7 SINGLE CPU EMBD SRV 3YR AN PREPD	\$49.80	\$36.14	1	\$36.14
230020	SA PARTS NBD SUPT CM SMALL SERVER 3YR AN PREPD	\$396.00	\$311.33	1	\$311.33

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

Annual Software Support - Year 1		MSRP	Price	Qty	Ext. Price
230170	SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$600.00	\$471.60	1	\$471.60
230140	SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD	\$504.00	\$396.14	1	\$396.14
351655	SA PREFER SUPT AVAYA MSG R11 ADV ST 3YR AN PREPD	\$14.64	\$10.66	1000	\$10,660.00
3 Year Avaya Software Support with hardware replacement (excludes stations) billed annually.					
				Subtotal:	\$60,675.82

Project Management

Project Organization

The Enterprise Systems Corp (ESC) Project Management Team is charged with leading the project implementation for the solution that the customer has purchased from start to finish. The ESC Project Manager (PM) will bring additional ESC Resource Teams into the project and assign tasks as required by this SOW. These additional team members will report to the ESC PM for this project and report all updates to the ESC PM weekly.

ESC Project Manager Responsibilities

ESC will assign a Project Manager (PM) who is responsible for overseeing the project from start to finish. The PM will be the single point of contact (SPOC) for the customer from SOW signing forward regarding system implementation. The PM will direct the implementation team to ensure the milestone dates and the requested upgrade date are met. Project Management activities may be completed remotely via teleconference. These activities may include, but are not limited to:

- Project kick-off meeting with Customer's Single Point of Contact
- Project Plan and Milestone Schedule
- Environmental Specifications provided to Customer
- Equipment delivery and inventory coordination
- Managing change requests with the ESC Account Executive
- Project Status Updates
- Cutover Support
- First Day of Business Support

Customer Responsibilities

The Customer will be required to assign a person who will be the single point of contact (SPOC) for the project from start to finish. Customer responsibilities will be as follows:

- Assign a SPOC as project coregister the system and ordinator to work with ESC PM to be responsible for customer activities, milestone responsibilities, and project planning
- Accept shipment of equipment and provide secure location for storage
- Provide equipment room and power to meet specifications
- Provide rack space and shelves for equipment or server installation according to specific hardware specifications
- For converged systems with IP endpoints, complete a Network Readiness Assessment, or signed Network Assessment Waiver
- Provide facility and system access for ESC resources
- Notwithstanding any provision in the Agreement to the contrary, the Services representing the Project shall be invoiced in accordance with the payment milestone schedule specified in the proposal.

Project Change Control

Project Change control will be the responsibility of the PM to work with the customer, ESC Account Executive (AE) and other ESC associates to facilitate and obtain approval of the change(s) to the project. No new work will begin until a signed copy of the Change Control Form is received by the ESC PM with all the appropriate sales documentation completed.

Project Escalation

The ESC Project Escalation Process is a clearly defined internal and external process. The Customer Escalation document will be provided to you by the assigned Project Manager and contains all names, telephone numbers and e-mail addresses of all ESC personnel in the management escalation. If the customer requires an escalation based on an issue, Customer's first contact should be with the ESC PM. If

Customer feels that further escalation is necessary, it is the Customer's right to escalate as Customer sees appropriate.

Project Communication Plan

The Project Communication Plan that is followed by the ESC PM is meant to give clear and concise updates to the customer on all aspects of the ongoing project. On a weekly basis the ESC PM will update the customer SPOC on all activities that are going to occur and the expected outcome. If the project is a larger and/or longer-term project the agreed method of communication and the frequency of the project updates will be agreed upon by both parties.

PROJECT STAGES

PLANNING AND DESIGN

Project Kickoff

Internal Meeting - The purpose of the ESC Internal Project Kickoff Meeting is to have a detailed review to understand all aspects of the project for a clean handoff to the implementation team.

External Meeting - The purpose of the Customer Project Kickoff meeting, held via conference call unless otherwise specified, is for ESC PM and the Customer to initiate the project, review scope, milestones and schedule, and to understand the roles and deliverables of each project team member. ESC and Customer will review the required tasks and responsibilities of the Customer and of ESC that will be necessary in order to achieve a successful implementation.

Project Work Hours

Most of the ESC implementation activities will be completed during working hours, between 8 am and 5 pm, local time of the site location, Monday through Friday, excluding ESC designated holidays. Cutover activities will be performed after hours. Any work performed Saturday or Sunday may incur overtime charges. Any activities requested during or on ESC designated holidays will require prior approval and will incur premium charges.)

Site Requirements

ESC will provide the customer with the appropriate site requirements, including power, grounding and HVAC requirements for the equipment that ESC is providing. The customer will be responsible for meeting these site requirements. The customer will be responsible for determining and meeting the appropriate site requirements for all customer provided equipment.

System IP Requirements

The ESC Engineer will hold an engineering meeting with the customer's SPOC to review the IP Network if required per Solution Description Statement. The customer will be required to provide the necessary IP Networking schema. Enterprise Systems will be available to answer questions regarding recommended network configurations during Pre and Post Installation. Customer is responsible for providing the network design for approval before the scheduled implementation date. Upon review of the design, Enterprise Systems may require customer to change certain things in order to properly support VoIP. Customer is responsible for making those changes.

- An accurate, current Network Diagram is required.
- Due to the wide variety of firewalls, customer will be responsible for configuring firewall(s) to allow communication between IP Equipment and Network.
- Due to the wide variety of routers and switches, customer will be responsible for configuring router(s) and switch(es) to allow communicate between the IP Equipment and Network. Customer will be responsible to ensure routing equipment is provisioned to prioritize the voice IP packets over any network medium.
- Customer will ensure all network equipment has been upgraded to the recommended software/firmware level to support the implementation.
- Best practice calls for voice equipment to reside on a separate VLAN or dedicated network. Customer should ensure VLANs are provisions using 802.1p and 802.1q to prioritize voice over application data.

- Customer's routers and switches should be manageable to allow proper configuration of Quality of Service (QoS).
- Customer is responsible for providing a qualified contact person to assist with remote access issues and configuration/hardware remediation where necessary.
- Customer is responsible for Domain Name Server (DNS) administration.
- When required, or preferred, customer will provide third party security certificates.

PROJECT IMPLEMENTATION

Site Survey

The ESC PM will work with the customer's SPOC to determine if a site survey is required. If one is required, a local technician resource will complete a site survey prior to equipment delivery. Activities may include, but are not limited to:

- Equipment room inspection
- Verification of power requirements
- Verification of electrical grounding requirements
- Verification of environmental specifications
- Validating wiring MDF and IDFs/type of terminations/telecommunication demarcations

Solution Staging Process

ESC stages most provided equipment, hardware, servers and applications prior to installation. If staging cannot occur within a reasonable time due to an expedited order, the equipment may be configured and installed directly on customer site.

System Network Translations

The ESC PM will coordinate with the customer and ESC Resources to schedule time for system reviews so that ESC Resource Teams can gather all the required information for the implementation.

Documentation may be collected via workbook, spreadsheet, or other electronic method. Customer agrees to fill out and return information as expeditiously possible to meet schedule milestones.

Installation

Hardware and Software Installation will be in accordance with Solution Deployment Statement

Hardware Installation

The ESC Technician will complete the following tasks during installation:

- Unpack, inspect, and inventory hardware
- Install hardware and connect all adjuncts included in the associated Service Descriptions
- Install any software and/or firmware included in the associated Service Descriptions
- Install UPS (if applicable and included in the associated Service Descriptions)
- Observe units upon power up and verify successful completion of self-test diagnostics

Remote Access

If remote access is required for alarming, administration, and/or provisioning, ESC will verify connectivity to a remote access modem or remote access server. It is the customer's responsibility to provide remote access lines or network access, as required.

TESTING

Upon completion of the installation of the solution, the system will be tested with the customer and the required ESC Teams. ESC will provide a test plan based upon the components of the solution provided. Functionality testing specific to the customer will need to be provided by the customer and agreed upon by the project team. The customer will be required to participate in the functionality testing.

KNOWLEDGE TRANSFER

Training for end-users and Administrators in accordance with Solution Deployment Statement. Training may be delivered remotely and will be conducted on consecutive days, Monday through Friday during standard business hours.

SOLUTION CUT-OVER

ESC will cut over the customer solution at a time that is mutually agreed upon by the Parties. ESC will provide the required resources via remote access or onsite, as detailed in this SOW. Prior to this, the customer and the ESC PM will agree on a “freeze” for any changes that need to be made to the existing system, if upgrading, or migrating to a new system. During the cutover no major changes will be made to the configuration of the system.

PROJECT CLOSURE**Final Registration**

The ESC PM will coordinate final registration with the manufacturer to register the system and its remote access. This will be conducted during the initial setup of the solution or during cutover of the solution.

Customer Documentation

Upon completion of the project, a complete set of all applicable customer documentation, drawings, spreadsheets and any other pertinent information that was utilized during the system implementation will be e-mailed to the customer.

SDS - Avaya Aura

SOLUTION DELIVERY STATEMENT- CS1000 MIGRATION TO AVAYAAURA IN CUSTOMER VM ENVIRONMENT

Conduct a platform migration of CS1000 to Avaya Aura CM Main duplex server Release 8.1.x release in customer virtualized environment. Existing call routing and stations be rebuilt in new platform. The migration will be performed with a phased approach with location and timeframes to be negotiated during project planning.

The following application servers are included in this migration:

- Avaya Communication Manager (Duplex) - Courthouse
- Avaya System Manager - Courthouse
- Avaya Session Manager - Courthouse
- Avaya Branch Session Manager - Jail
- Avaya Enablement Services Server - Courthouse
- Remote Survivable Server - Jail
- Avaya Session Border Controllers - Courthouse and Jail
- Upgrade Avaya Messaging - Courthouse
- Upgrade Call Recording Server - Courthouse
- Media Gateways - As identified

Project Scope:

Enterprise Systems (ESC) Deliverables

ESC will:

- Conduct a system review with customer.
- Gather required information to be prepared for the migration process.
- Install application software on customer provided VM Servers Avaya Product Licensing and Delivery system and authentication files.
- Rebuild current call flows and update them to the new software and server platform.
- Install media gateways, media modules and handsets.
- Test hardware, software and applications as defined during Planning and Design Stage.
- Support customer with activating the new system.

Customer Responsibilities

- Be available during the migration and upgrade process.
- Ensure that non-Avaya adjuncts which are connected to Communication Manager, are compatible with the target software version of Communication Manager.
- Back-up all system data to a server on the customer local area network (LAN) prior to Avaya performing the migration or upgrade.
- Provide a representative to support go-live.

Project Scope Assumptions and Exclusions

- For security certificates, Avaya can install third-party certificates if provided by customer. Otherwise, Avaya will obtain the certificates from System Manager (SMGR) Certificate Authority
- The following is excluded:
- Product training certification and installation training.
- Avaya AAEP Server (IVR) and EMC are not in production and not included in this project

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

SDS - Avaya Media Gateways

SOLUTION DELIVERY STATEMENT- AVAYAAURA MEDIA GATEWAYDEPLOYMENT

Provide physical installation and configuration of G430 AND G450 Media Gateways
 All Services are delivered during standard business hours.

DESCRIPTION OF SERVICE

Implementation

Enterprise Systems will implement and/or configure the following:

- Implement media gateways and Power Supplies
- Verify connectivity to gateways or back-up servers, if required.
- Provide appropriate version of application software.
- Install Analog Circuit Packs
- Install firmware updates on gateways, circuit packs and media modules, as applicable.
- Connect 25 ft Cable Assembly and terminate to wall
- Perform station cross-connects

Validation and Testing

Enterprise Systems will:

- Validate Gateway Registration
- Port assignment program capability

**Additional testing cases and UAT are the responsibility of the customer.

Responsibilities

General Responsibilities - Customer

- Provide space for rack-mountable hardware.
- Provide and install main distribution frame (MDF) or wall field for station wire terminations.
- Provide all station, riser, feeder and inter-building cable and wire and verify that all meet industry standards.
- Ensure that the network circuits are fully extended, terminated, labeled and tested per industry standards.
- Coordinate network testing date and time and obtain signaling, framing and network programming information from network vendor
- Provide .wav files, if required.
- Provide a representative to support go-live
- Provide a USB keyboard, mouse and monitor during installation, if necessary.

General Responsibilities - Enterprise Systems

- Application Install and Configuration
- Create and download license file from PLDS, if applicable.

- Register/Update system with the Avaya Global Registration Tool.

EXCLUSIONS

- Installation or testing of Customer-provided components.
- Product training certification and installation training.
- Resolving inter-operability issues with Customer's third-party vendors.
- Providing any engineering, or re-engineering, of existing equipment, whether previously supplied by Avaya or by third-party vendors.
- Resolve network issues, such as bandwidth, static, call quality, packet loss, jitter, delay, etc.
- Installation, configuration, tuning or any kind of troubleshooting of VMware provided technology and applications.
- Any additional functionality not mentioned in the scope

SDS - Avaya Session Border Controllers

SOLUTION DELIVERY STATEMENT- Avaya SESSION BORDER CONTROLLER SERVICES

Implement Avaya Session Border Controller supporting maximum licensed capacity for session initiation protocol (SIP) sessions for trunking in a High Availability configuration on customer provided virtual platform .Service affecting services are delivered outside standard business hours.

Session Border Controllers provides the following features:

- SIP Trunking
- Remote Worker connectivity
- Encryption
- High Availability Options

DESCRIPTION OF SERVICE

Implementation

Enterprise Systems will perform the following services involved with implementing and/or configuring the following:

- Review high-level network topology and complete SBCE technical requirements with customer.
- Perform a test plan, to verify installation and basic functionality
- Generate and install Avaya license file for Session Border Controller.
- Configure Session Border Controller and provision system parameters based on planning forms.
- Configure the Element Management System Application
- Validate SBC connectivity to customer network, internet protocol (IP) data, signaling and management networks
- Provision Avaya System for SIP Trunking
- Review and consult with customer regarding additional trunk groups, dial plans and call routing
- Provision Trunk group and dial plan changes
- Perform test calls to validate basic call flows through the SBC Server(s)
- Conduct functional end-to-end testing.
- Perform any related required troubleshooting
- Verify functionality and communication from Element Management System application to the Session Border Controller
- Review basic system functionality and configuration parameters
- Decommission PRI Trunk Connectivity
- Provide up to two hours of implementation support next business day
- Work may be performed remotely
- Some work may be performed after local normal working hours

The following features or options are excluded:

- Deploying remote workers unless specified elsewhere

**Additional testing cases and UAT are the responsibility of the customer.

Knowledge Transfer and Training

Enterprise Systems will provide up to two hours administrative overview of the included features for up to (2) two Administrators.

Responsibilities

General Responsibilities - Customer

- Provide accurate and current topology maps of wide area network (WAN) and LAND infrastructure, end-point internet protocol addresses, virtual local area network (VLAN) assignments for trusted and un-trusted networks, port assignments and gateway Internet Protocol addresses for the edge routers at each location.
- Provide dialing plans, numbering schemes and required call routing information.
- Provide network cabling to the Session Border Controller-terminated to Customer -designated switching platform (slot and port assignments to be provided by customer).
- Provide networking information requested via installation workbook, prior to deployment.
- Provide remote access capability, if required, via VPN or remote desktop

General Responsibilities - Enterprise Systems

- Application Install and Configuration
- Perform Specific System/Session Manager Configuration.
- Software updated to the latest Patch level at time of install
- Patches made available to address issues discovered during installation will be applied at no additional cost
- Additional Patches after initial install may incur additional charges
- Apply License and configure connectivity to the licensing server
- SMGR changes specific to integrating applications that are part of this scope*
- Generate SMGR certs if applicable
- Create and download license file from PLDS, if applicable.
- Register/Update system with the Avaya

EXCLUSIONS

- Installation or testing of Customer-provided components.
- Product training certification and installation training.
- Resolving inter-operability issues with Customer's third-party vendors.
- Providing any engineering, or re-engineering, of existing equipment, whether previously supplied by Avaya or by third-party vendors.
- Resolve network issues, such as bandwidth, static, call quality, packet loss, jitter, delay, etc.
- Installation, configuration, tuning or any kind of troubleshooting of VMware provided technology and applications.
- Any additional functionality not mentioned in the scope

SDS - Upgrade Avaya Messaging

SOLUTION DELIVERY STATEMENT- AVAYAMESSAGING UPGRADE

Conduct a platform upgrade of One OfficeLync 10.5 Messaging Platform to Avaya Messaging Release 11 on customer provided VM Server

Project Scope:

Enterprise Systems Deliverables

Enterprise Systems will:

- Conduct a system review with customer.
- Gather required information to be prepared for the upgrade process.
- Install application on customer provided VM server and Operating System via Avaya Product Licensing and Delivery system and authentication files.
- Migrate the current translations and update them to the new software and server platform.
- Test hardware, software and applications as defined during Planning and Design Stage.
- Support customer with activating the new system.

Customer Responsibilities

- Be available during the upgrade process.
- Back-up all system data to a server on the customer local area network (LAN) prior to Enterprise Systems performing the migration or upgrade.
- Provide a representative to support go-live.

Project Scope Assumptions and Exclusions

- For security certificates, Avaya can install third-party certificates if provided by customer. Otherwise, Avaya will obtain the certificates from System Manager (SMGR) Certificate Authority
- The following is excluded:
- Product training certification and installation training.
- No addition for gateways, media modules, or more stations
- Loading of TLS certificates
- Configurations changes and new features enablement are not included.

Call Recording Notes

Expansion Serial#: V2016101251
Licenses Quoted: None – Current License Count (88) Recording Seats
Current Platform: CS1000 (TDM & IP)
Migration: Avaya CM Release 8.1.3 (Single Step Conferencing)

Professional Services: *Jefferson County Sheriff's department is planning on migrating from the current CS1000 to an Avaya CM. This quote includes the necessary professional services required to complete the installation of 5.7.x on new Engage server, upgrade existing Engage from 4.2 to 5.7 required to support a slow migration.*

Note – In order to continue to use the existing Engage server, the current IP users on the CS1000 will be required to migrate at the same time to the Avaya CM. Engage can support both the CS1000 TDM phones and Avaya IP phones on the same platform, but will not support two IP Interfaces

1. Quotation Notes

Thank you for considering our TelStrat Engage WFO call recording and workforce optimization solution! Please take a moment to review key facts about the solution proposed below.

This Engage quotation includes the licenses listed on the cover sheet of this document.

2. Data / Server / Voice Platform Migration

This proposal includes migration of one or more Engage servers. TelStrat performs server migrations either on-site or remotely dependent on the purchased support. The TelStrat server migration procedures are listed below.

- Server Migration review
- Site specific detail and required service interruption duration
- Backup up all customer SQL databases
- Customer to copy all WAV files from recording cache to the new server
- Install Engage software on the new server.
- Reconfigure Engage to connect to the new voice platform
- Complete testing of all loaded applications

Customer/Distributor Requirements

- The Migration assumes that all required hardware meets the required minimum specifications

3. Maintenance

- **Warranty and Maintenance Program (Existing System)**

Co-termining of Maintenance Term for Expansion Orders. We are now co-termining the expansion order maintenance with the existing system maintenance end date. If this proposal is for an expansion of additional licenses on a current site, please note that the existing system maintenance end date is now provided in this quote as well as the expected order date which you so graciously provided to us. We are quoting Monthly Maintenance fees required to co-term this expansion with their existing system. This will also help ensure that your invoice will match your PO/Order Form and your agreement with your customer. Please be sure to inform your TelStrat Sales Manager of any changes to your expected order date so that we can revise this quote for you.

The Engage application must be under maintenance at the time of the installation and the existing system end date is: April 17, 2022.

4. Training for Major Upgrades

This quote includes training for the end user's staff to familiarize them with the operation of the system. The customer will be responsible for providing an available training / conference room, PC connected to network, projector, and speaker phone if training is provided remotely. The following is a summary description of the training provided.

Administrator Training

Course Summary: In this session, Administrators will be trained on all aspects of the system. This includes:

- Basic User functions such as Logging In, Searching for calls, Playback/download/email .WAV and/or URL of calls, Live Monitor (if in use), Reports, Dashboards

AUDIENCE: TelStrat recommends a minimum of 2 System Administrators. Example Administrators could include IT/Recorder Support Personnel, Lead Call Center Managers, etc.

ESTIMATED DURATION:
2-3 Hours

LOCATION:
Online Web Conference

- Setup and User configurations such as setting of recording criteria, creation of accounts and users, management (addition/modify/deletion) of users, agents, ports, groups, dialed numbers etc. depending on site configuration.
- Maintenance activities such as database back-ups, archiving, SOA Services running on the server and all general knowledge of getting support should troubles or questions arise.
- Recorder/PBX Communication: For VOIP systems the administrators are shown how to add, remove and modify phones to be recorded. For systems including the TelStrat Application Line Cards (TALC), the system administrators are trained in the operation, configuration, and maintenance of these cards.

5. Server Recommendations

1. Operating Systems

Engage Record supports Windows Server 2016 Standard edition for new deployments; however, a minimum voice platform release may be required depending on your voice platform. Refer to the *Integration Requirements* section of this document for 2012 support. Some deployments support Windows Server 2016. The solution specific notes will note if this version is supported.

Virtual Machine

Virtual Server Compatibility: All installations of Engage come complete with virtual machine (VM) compatibility. Beginning with Engage 5.5 and newer, Engage supports the following virtual server and (Live Migration) environments

- Microsoft Hyper-V Server 2012 R2 or 2016
 - Hyper-V Live Migration
- VMware ESXi 4.0 and above
 - vMotion & SRM (Site Recovery Manager)
- Citrix XenServer
 - XenMotion

Engage Record is a real time application that records calls as they happen, and the VM / guest resources must meet the same minimum requirements as those of a stand-alone server.

- Cores - allocated to Engage Record VM / guest (Reservation – guaranteed minimum CPU allocation for the Engage VM and cores should be assigned from multiple sockets)
- Memory – allocated to Engage Record VM / guest (Private – backed by the host memory and not shared)

Warning: Hardware Tap card recording solutions are not supported by VM servers. Spanning recording solutions are supported with VMware, Citrix XenServer or Hyper-V 2012 R2 and above. If spanning or port mirroring is required for call recording, a dedicated physical NIC on the virtual machine host shall be required.

SQL Server

Engage requires Microsoft SQL to store system data. If SQL is not available, Engage will be installed with the free of charge SQL Express edition; however only the most recent 2 million call records will be available when searching for calls.

Mass archive stores any number of call records limited only by available SQL database storage. Mass archive requires one of the following SQL editions (or better)

- SQL 2012 Standard or better
- SQL 2014 Standard or better
- SQL 2016 Standard or better

Customers with an existing SQL server that meets the above version and edition may use that server to host Engage data.

Server Specifications

1 Call Recording Server(s) Required - 88 Seats

Component	Specifications
Operating Systems	Windows Server 2016 Standard ed.
CPU	4 Cores
Memory	12 GB RAM
HDD Partitions	C:\ 100 GB – OS D:\ 150 GB – SQL Database & Web Storage E:\ TBD GB – Voice Cache (Must exceed current space used to allow for voice file migration)
NIC	2

6. Storage

1. On Premise Call Storage (Cache)

When a call recording is created, Engage creates a call record in a MS SQL database and creates a .WAV file in a storage location. This initial storage is referred to as Call Cache, and it can be configured to keep calls for a maximum number of days if desired.

Archiving can be configured to store calls on an external File share such SAN or NAS that is UNC path accessible to Engage for long term retention. Multiple archives can be created to group related calls and each has a configurable retention policy.

- Storage Requirements
 - Cache must be a Local drive partition, Attached Storage, or Storage Area Network (SAN)
- Storage Retention
 - Storage estimates assume that each recorded device generates an average of 3.5 hours of call recording per business day with 5 business days per week
 - The following are basic guidelines when calculating estimated disk space:
 - G.711 with (GSM) disabled = 18.5 hours of talk time per GB
 - G.729 = 150 hours of talk time per GB
 - G.711 with (GSM) enabled = 180 hours of talk time per GB
 - Engage Capture stores (15) hours of screen recordings per GB
 - When calculating actual disk space required, the following is required:
 - Number of calls per device to be recorded per month
 - Average talk time rounded (up) to the whole minute
 - Desired retention period to keep call and screen recordings
- SQL Database
 - SQL 2012/2014/2016 Express is available for no charge and keeps up to 2M most recent call records. SLQ Express cannot support mass storage archiving.
 - Customer Provided SQL 2012/2014/2016 Standard (or better) supports up to 7 Million of the most recent call records in cache. Mass archive can store an unlimited number of call recordings as long as sufficient storage is available.

Note: In the event that SQL is offline call records will be stored locally until connectivity is restored. The call records are then pushed to the SQL server.

2. Customer Provided SAN with Premise Recording

Calls will be archived to customer provided storage area network or Network Attached Storage. A storage location (UNC Path) must be available at time of installation so the mass archive can be setup and tested at time of installation

Customer must provide the following:

- Mass archive storage location (any UNC Path): Network Attached Storage (NAS), SAN, or folder on a remote server.
- Customer provided SQL 2012, SQL 2014, or SQL 2016 (standard or better).

If archiving is enabled, Engage will copy files from cache and store into one or more mass archive location(s). Each mass archive location can be configured with a retention policy in days or can be size limited. Archiving can be scheduled for off peak hours to conserve resources.

Customers may use mass archive to store calls in date ranges and then archive to a media type of their choosing such as DVD, Blue Ray, or Tape Backup if desired.

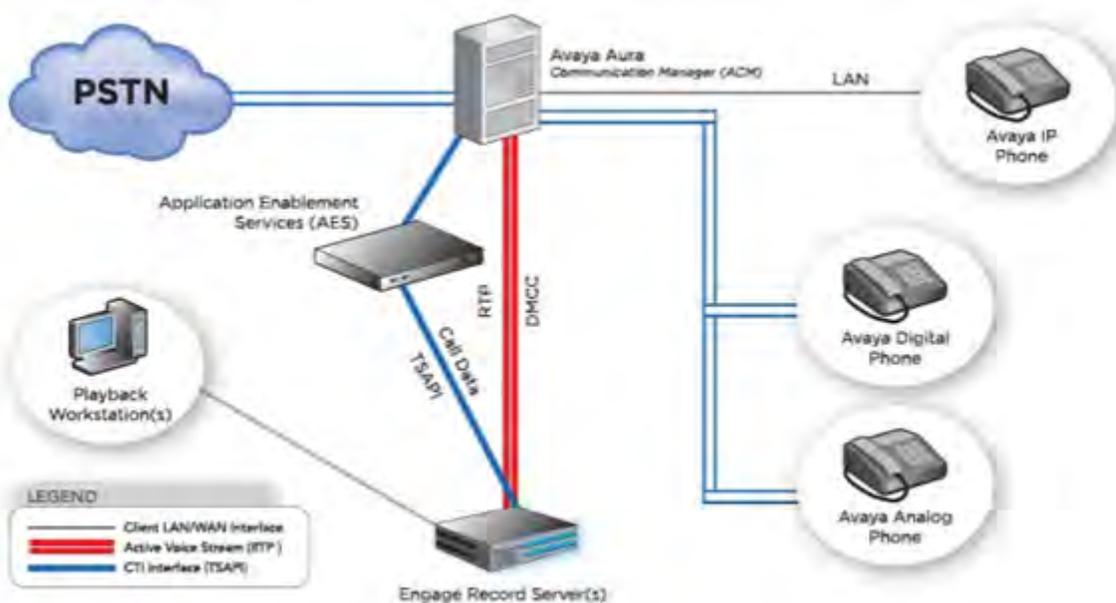
7. Integration to Voice and Contact Center Platform Requirements

Avaya Communication Manager can be recorded utilizing Single Step Conference or Port Mirroring.

Avaya CM - Single Step Conference

In the Single Step Conference method, Engage Record's soft phones are conferenced into recorded calls and the Device, Media, and Call Control API (DMCC) routes the voice packets to the recorder. Call detail and control information is sent to the Engage Record Server from the Avaya Telephony Server API (TSAPI). Single Step Conference supports any VoIP, digital, or analog phone. Consider the lower cost Avaya CM port spanning with TSAPI which now supports DHCP phones and workstations for soft phones and does not require DMCC licenses.

All recorded streams are mono due to the conferencing feature, and port spanning may be preferred for speech analytics deployments desiring speaker separation.



INTEGRATION REQUIREMENTS:

- **Avaya Aura Communication Manager 3.0 and higher**
- **Application Enablement Services (AES) Server 3.1 and higher** to provide call data and events.
- **Contact Center Support**
 - Avaya Elite Contact Center supported with agent ID, unique ID (UCID), UUI
 - SMS Interface supports VDI name and Skillset name (Engage Release 5.3 and higher)
 - AACC-SIP is supported with Engage Release 5.3.1 and higher.
 - "Nodal CCT Contact Centre Voice Terminals" licenses are required on Avaya for Engage to monitor the Agents (Agent ID) for events. One (1) license is required for each AACC agent (Agent ID) that is monitored by Engage.

- **On Demand Phone soft keys supported for phones that support XML applications**
 - **Start / Stop Recording**
 - **Conversation Save invoked during the call records the call from the beginning**
 - **Do not record key (Optional key to prevent recording during the call)**
- **Windows Server 2012 on Engage** requires Avaya CM Release 6.3.3 or later.
- **Windows Server 2016 on Engage** requires Avaya CM Release 7.1 or later.
- **Two (2) NIC ports** are recommended on the Engage Server to separate the voice network from the data network.
- **All phone types** are supported including VoIP, digital, or analog phones.
- **Avaya Recording Licenses** for each phone configured for recording:
 - One (1) TSAPI Basic license per Engage Server for the softphone conferencing.
 - One (1) TSAPI Basic license per monitored phone.
 - One (1) TSAPI Basic license for each concurrent voice stream.
 - One (1) TSAPI Basic license for each Hunt Group
 - One (1) Full DMCC license for each concurrent voice stream.

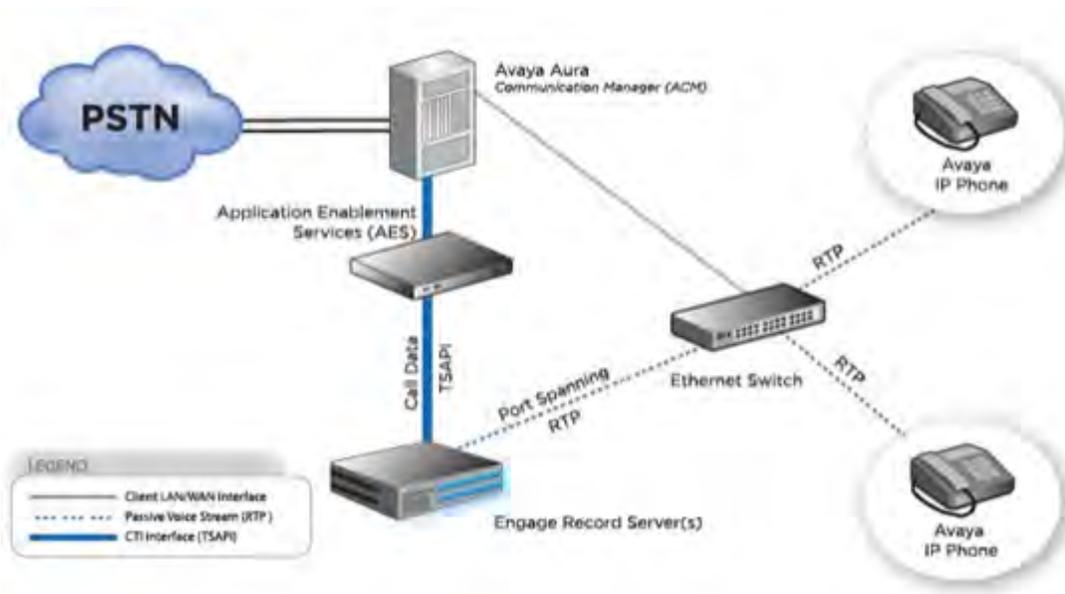
For example, recording 100 stations would require 201 TSAPI Basic plus 100 DMCC Full licenses.

Note: Single Step Recording may require an **Avaya IP Media Processor** for older Avaya systems that do not already support IP phones. Systems that support IP phones already include this capability.

Avaya CM - Port Spanning with TSAPI

For a high-quality lower licensing cost solution, Engage Record now supports recording of any IP station using port mirroring for DHCP or static devices (IP phones or softphones). All phones to be recorded are port mirrored to a single contact point on the network where the Engage Record Server connects. A second NIC in the Engage Record Server is connected to the Avaya Telephony Server API (TSAPI) for call detail information.

Another benefit of this port spanning method is that the audio streams are recorded in stereo, providing speaker separation- which can be critical for speech analytics applications.



INTEGRATION REQUIREMENTS:

- Now supports dynamically learned DHCP IP addresses, Static IP, or MAC address configuration.
- **Avaya Aura Communication Manager 3.0 and higher**
- **Application Enablement Services (AES) Server 3.1 and higher** to provide call data and events.
- **System Management Service (SMS) web service** must be installed to support dynamic learning of DHCP endpoints (Engage Release 5.3 and higher). Static IP or MAC address can be supported without SMS interface.
- **Contact Center Support**
 - Avaya Elite Contact Center supported with agent ID, unique ID (UCID), UUI, VDI number, skillset number.
 - SMS Interface supports VDI name and Skillset name instead of VDI number and Skillset number (Engage Release 5.3 and higher)
 - AACC-SIP is supported with Engage Release 5.3.1 and higher.
 - "Nodal CCT Contact Centre Voice Terminals" licenses are required on Avaya for Engage to monitor the Agents (Agent ID) for events. One (1) license is required for each AACC agent (Agent ID) that is monitored by Engage.
- **On Demand Phone soft keys supported for phones that support XML applications**
 - Start / Stop Recording
 - Conversation Save invoked during the call records the call from the beginning
 - Do not record key (Optional key to prevent recording during the call)
- **Windows Server 2012 on Engage** requires Avaya CM Release 6.3.3 or later.
- **Windows Server 2016 on Engage** requires Avaya CM Release 7.1 or later
- **Three (3) NIC ports** are recommended on the Engage Server. One for administration, one for voice network TSAPI, and one for port spanning traffic.
- Any **Avaya VoIP** or remote phones.
- **Layer 2 Ethernet switch(es)** with switch port analyzer (SPAN) capabilities.

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

- **Avaya Recording Licenses:**

- One (1) TSAPI Basic license per Engage Server.
- One (1) TSAPI Basic license per monitored phone.
- One (1) TSAPI Basic license for each Hunt Group

For example, recording 100 stations would require 101 TSAPI Basic licenses plus one per recorded hunt group.

Purchasing - TIPS

PURCHASE VIA THE INTERLOCAL PURCHASING SYSTEM (TIPS)

Please reference TIPS Contract 210303 TELEPHONE AND COMMUNICATIONS DATASYSTEMSE on all correspondence, including purchase orders. **Please submit TIPS Quote & PO (payable to the awarded TIPS Vendor) both referencing the TIPS Contract Number, to TIPSPO@TIPS-USA.COM**

More details regarding TIPS procurement procedures can be found at https://www.tips-usa.com/assets/documents/docs/MEMBER_Purchase_Order_Processing_Procedure.pdf

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

CS1000 MIGRATION

Prepared by:

Enterprise Systems

 Rodney Hyde
 Fax (713) 343-1250
 rhyde@enter-sys.com

Prepared for:

Jefferson County Texas

 1149 Pearl St
 6th Floor
 Beaumont, TX 77701
 Jeff Ross
 409-835-8447
 ross@co.jefferson.tx.us

Quote Information:

Quote #: 002679

 Version: 1
 Delivery Date: 12/02/2021
 Expiration Date: 12/10/2021

Quote Summary		Amount
Courthouse		\$353,727.95
Jail		\$14,530.33
Sub-Courthouse		\$3,632.46
Juvenile		\$2,010.96
Adult Probation		\$2,010.96
Avaya Messaging Upgrade		\$0.00
Call Recording Upgrade		\$9,900.00
Services		\$207,040.00
Annual Software Support - Year 1		\$60,675.82
	Total:	\$653,528.48

Summary of Selected Payment Options		Amount
Down Payment: 50%		
Total of Payments		\$326,764.24

Due Upon Delivery: 40%		
Total of Payments		\$261,411.39

Due Upon Completion: 10%		
Total of Payments		\$65,352.85

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Enterprise Systems

Jefferson County Texas

Signature: _____

Name: Rodney Hyde

Title: _____

Date: 12/02/2021

Signature: _____

Name: Jeff Ross

Date: _____



Resolution

STATE OF TEXAS

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§
§

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 18 day of January, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Everette (Bo) Alfred Commissioner of Precinct No. 4, the following RESOLUTION was adopted:

WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the 2022 State Homeland Security Program – Competitive National Are Projects Grant be operated for the 2022-2023 calendar year; and that this Grant does not require any matching funds.

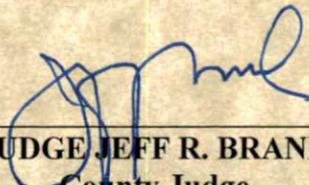
WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

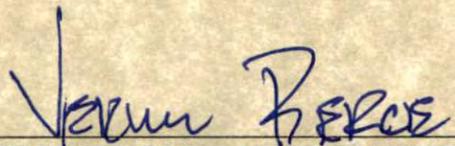
NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the LEPTA Sustaining Special Response Teams Grant to the Office of the Governor.

Grant Number: 4440701

SIGNED this 18th day of January, 2022.



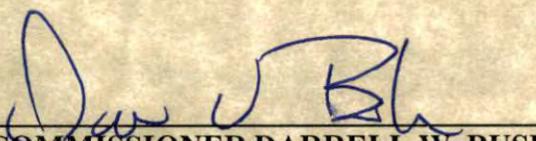
JUDGE JEFF R. BRANICK
County Judge



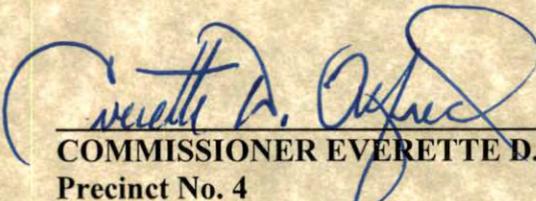
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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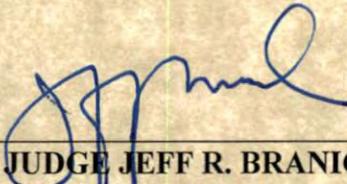
WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

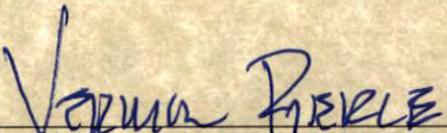
NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the LEPTA Sustaining Special Response Teams Grant to the Office of the Governor.

Grant Number: 4439101

SIGNED this 18th day of January, 2022.



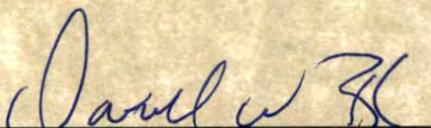
JUDGE JEFF R. BRANICK
County Judge



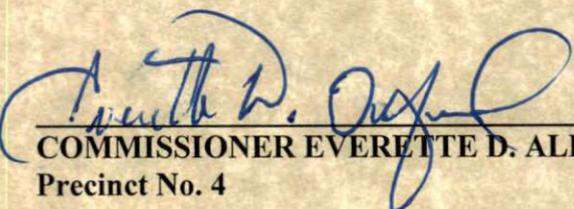
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shauberg
Chief of Corrections
jshauberg@co.jefferson.tx.us

MEMORANDUM

DATE: January 12, 2022

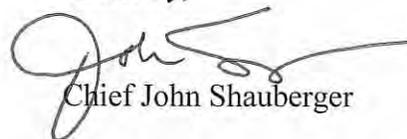
TO: Honorable Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberg

RE: US Marshals modification to inter-governmental agreement

Please consider and possibly approve U.S. Department of Justice, United States Marshal Service modification no. 18 and 19 to the current inter-governmental agreement 78-01-0077. The purpose of this agreement is to adjust current wage rates.

Sincerely,



Chief John Shauberg

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

Agreement No. 78-01-0077	2. Effective Date January 11, 2022	3. Facility Code(s) 6DH	4. Modification No. Nineteen (19)	5. DUNS No. 010807-535
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 300 Washington, DC 20530-0001		7. Local Government Jefferson County Jail 1001 Pearl Street Beaumont, TX 77701		
8. Appropriation Data 15X1020	9. Per-Diem Rate \$87.57	10. Guard/Transportation Hourly Rate \$30.30 Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to incorporate Department of Labor Wage Determination (WD) Number 2015-5217 (Rev 19) dated 12/27/2021 to be effective 2/1/2022.</p> <p>In accordance with FAR PART 52.222.43 (f), Jefferson County Jail must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>Attachment: Wage Determination (WD) Number 2015-5217 (Rev 19) dated 12/27/2021.</p> <p style="text-align: center;">ALL OTHER CONDITIONS AND TERMS ARE TO REMAIN THE SAME IN ACCORDANCE WITH THE TERMS OF THE CURRENT INTERGOVERNMENTAL AGREEMENT.</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
A. LOCAL GOVERNMENT _____ SIGNATURE _____ TITLE DATE		B. FEDERAL GOVERNMENT _____ SIGNATURE <u>Assistant Chief, Procurement</u> TITLE DATE		

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-5217 Revision No.: 19 Date Of Last Revision: 12/27/2021
Daniel W. Simms Director	Division of Wage Determinations

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022 Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022 Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Hardin Jefferson Orange

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.05
01012 - Accounting Clerk II		16.89
01013 - Accounting Clerk III		24.22
01020 - Administrative Assistant		24.00
01035 - Court Reporter		27.82
01041 - Customer Service Representative I		12.71
01042 - Customer Service Representative II		13.87
01043 - Customer Service Representative III		15.58
01051 - Data Entry Operator I		15.93
01052 - Data Entry Operator II		17.38
01060 - Dispatcher Motor Vehicle		19.43
01070 - Document Preparation Clerk		14.39

01090 - Duplicating Machine Operator	14.39
01111 - General Clerk I	13.14
01112 - General Clerk II	14.34
01113 - General Clerk III	16.11
01120 - Housing Referral Assistant	20.14
01141 - Messenger Courier	12.24
01191 - Order Clerk I	14.93
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.64
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.01
01270 - Production Control Clerk	28.31
01290 - Rental Clerk	15.07
01300 - Scheduler Maintenance	16.16
01311 - Secretary I	16.16
01312 - Secretary II	18.07
01313 - Secretary III	20.14
01320 - Service Order Dispatcher	16.68
01410 - Supply Technician	24.00
01420 - Survey Worker	15.29
01460 - Switchboard Operator/Receptionist	12.96
01531 - Travel Clerk I	15.16
01532 - Travel Clerk II	16.33
01533 - Travel Clerk III	17.51
01611 - Word Processor I	14.39
01612 - Word Processor II	16.16
01613 - Word Processor III	18.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.83
05010 - Automotive Electrician	21.80
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	22.83
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	22.71
05220 - Motor Vehicle Mechanic Helper	16.86
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter Automotive	21.60
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.09
05400 - Transmission Repair Specialist	22.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.26
07041 - Cook I	10.80
07042 - Cook II	12.63
07070 - Dishwasher	10.34
07130 - Food Service Worker	11.27
07210 - Meat Cutter	14.45
07260 - Waiter/Waitress	9.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.08
09040 - Furniture Handler	13.48
09080 - Furniture Refinisher	23.08
09090 - Furniture Refinisher Helper	16.69
09110 - Furniture Repairer Minor	19.94
09130 - Upholsterer	23.08
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.67
11060 - Elevator Operator	11.67
11090 - Gardener	16.87
11122 - Housekeeping Aide	12.16
11150 - Janitor	12.16
11210 - Laborer Grounds Maintenance	12.39

11240 - Maid or Houseman	10.01
11260 - Pruner	11.00
11270 - Tractor Operator	15.34
11330 - Trail Maintenance Worker	12.39
11360 - Window Cleaner	13.69
12000 - Health Occupations	
12010 - Ambulance Driver	19.42
12011 - Breath Alcohol Technician	18.89
12012 - Certified Occupational Therapist Assistant	31.53
12015 - Certified Physical Therapist Assistant	36.02
12020 - Dental Assistant	16.83
12025 - Dental Hygienist	34.51
12030 - EKG Technician	29.12
12035 - Electroneurodiagnostic Technologist	29.12
12040 - Emergency Medical Technician	19.42
12071 - Licensed Practical Nurse I	16.90
12072 - Licensed Practical Nurse II	18.89
12073 - Licensed Practical Nurse III	21.06
12100 - Medical Assistant	14.86
12130 - Medical Laboratory Technician	24.76
12160 - Medical Record Clerk	15.92
12190 - Medical Record Technician	17.80
12195 - Medical Transcriptionist	19.31
12210 - Nuclear Medicine Technologist	41.52
12221 - Nursing Assistant I	11.60
12222 - Nursing Assistant II	13.04
12223 - Nursing Assistant III	14.23
12224 - Nursing Assistant IV	15.98
12235 - Optical Dispenser	15.35
12236 - Optical Technician	16.90
12250 - Pharmacy Technician	17.33
12280 - Phlebotomist	16.83
12305 - Radiologic Technologist	25.80
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III Anesthetist	34.03
12316 - Registered Nurse IV	40.78
12317 - Scheduler (Drug and Alcohol Testing)	23.41
12320 - Substance Abuse Treatment Counselor	20.97
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.41
13012 - Exhibits Specialist II	25.19
13013 - Exhibits Specialist III	30.82
13041 - Illustrator I	20.41
13042 - Illustrator II	25.19
13043 - Illustrator III	30.82
13047 - Librarian	27.90
13050 - Library Aide/Clerk	11.04
13054 - Library Information Technology Systems Administrator	25.19
13058 - Library Technician	14.44
13061 - Media Specialist I	18.19
13062 - Media Specialist II	20.34
13063 - Media Specialist III	22.67
13071 - Photographer I	18.19
13072 - Photographer II	20.34
13073 - Photographer III	25.19
13074 - Photographer IV	30.82
13075 - Photographer V	37.29
13090 - Technical Order Library Clerk	15.26
13110 - Video Teleconference Technician	18.19
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.03

14042 - Computer Operator II	19.88
14043 - Computer Operator III	24.72
14044 - Computer Operator IV	27.48
14045 - Computer Operator V	30.43
14071 - Computer Programmer I	(see 1) 22.16
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.03
14160 - Personal Computer Support Technician	27.48
14170 - System Support Specialist	32.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.36
15020 - Aircrew Training Devices Instructor (Rated)	40.37
15030 - Air Crew Training Devices Instructor (Pilot)	48.38
15050 - Computer Based Training Specialist / Instructor	33.36
15060 - Educational Technologist	32.76
15070 - Flight Instructor (Pilot)	48.38
15080 - Graphic Artist	19.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	48.38
15086 - Maintenance Test Pilot Rotary Wing	48.38
15088 - Non-Maintenance Test/Co-Pilot	48.38
15090 - Technical Instructor	25.41
15095 - Technical Instructor/Course Developer	31.08
15110 - Test Proctor	20.51
15120 - Tutor	20.51
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.88
16030 - Counter Attendant	10.88
16040 - Dry Cleaner	13.96
16070 - Finisher Flatwork Machine	10.88
16090 - Presser Hand	10.88
16110 - Presser Machine Drycleaning	10.88
16130 - Presser Machine Shirts	10.88
16160 - Presser Machine Wearing Apparel Laundry	10.88
16190 - Sewing Machine Operator	14.76
16220 - Tailor	15.89
16250 - Washer Machine	11.92
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.20
19040 - Tool And Die Maker	31.22
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.83
21030 - Material Coordinator	28.31
21040 - Material Expediter	28.31
21050 - Material Handling Laborer	14.73
21071 - Order Filler	14.03
21080 - Production Line Worker (Food Processing)	16.83
21110 - Shipping Packer	16.12
21130 - Shipping/Receiving Clerk	16.12
21140 - Store Worker I	12.70
21150 - Stock Clerk	18.30
21210 - Tools And Parts Attendant	16.83
21410 - Warehouse Specialist	16.83
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23019 - Aircraft Logs and Records Technician	22.63
23021 - Aircraft Mechanic I	27.55
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	29.96
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft Painter	26.20

23060 - Aircraft Servicer	22.63
23070 - Aircraft Survival Flight Equipment Technician	26.20
23080 - Aircraft Worker	24.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.55
23110 - Appliance Mechanic	26.20
23120 - Bicycle Repairer	20.83
23125 - Cable Splicer	34.56
23130 - Carpenter Maintenance	24.99
23140 - Carpet Layer	24.36
23160 - Electrician Maintenance	28.26
23181 - Electronics Technician Maintenance I	32.83
23182 - Electronics Technician Maintenance II	35.30
23183 - Electronics Technician Maintenance III	37.14
23260 - Fabric Worker	22.63
23290 - Fire Alarm System Mechanic	24.40
23310 - Fire Extinguisher Repairer	20.83
23311 - Fuel Distribution System Mechanic	32.47
23312 - Fuel Distribution System Operator	24.58
23370 - General Maintenance Worker	18.53
23380 - Ground Support Equipment Mechanic	27.55
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.36
23391 - Gunsmith I	20.83
23392 - Gunsmith II	24.36
23393 - Gunsmith III	27.55
23410 - Heating Ventilation And Air-Conditioning Mechanic	28.87
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.12
23430 - Heavy Equipment Mechanic	26.53
23440 - Heavy Equipment Operator	25.29
23460 - Instrument Mechanic	27.55
23465 - Laboratory/Shelter Mechanic	26.20
23470 - Laborer	14.73
23510 - Locksmith	26.20
23530 - Machinery Maintenance Mechanic	31.99
23550 - Machinist Maintenance	26.58
23580 - Maintenance Trades Helper	16.35
23591 - Metrology Technician I	27.55
23592 - Metrology Technician II	28.74
23593 - Metrology Technician III	29.96
23640 - Millwright	29.28
23710 - Office Appliance Repairer	19.25
23760 - Painter Maintenance	19.45
23790 - Pipefitter Maintenance	30.20
23810 - Plumber Maintenance	28.71
23820 - Pneudraulic Systems Mechanic	27.55
23850 - Rigger	30.48
23870 - Scale Mechanic	24.36
23890 - Sheet-Metal Worker Maintenance	27.80
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	32.90
23932 - Telecommunications Mechanic II	34.33
23950 - Telephone Lineman	31.00
23960 - Welder Combination Maintenance	26.26
23965 - Well Driller	26.89
23970 - Woodcraft Worker	27.55
23980 - Woodworker	20.83
24000 - Personal Needs Occupations	
24550 - Case Manager	15.94
24570 - Child Care Attendant	10.35
24580 - Child Care Center Clerk	12.93

24610 - Chore Aide	9.14
24620 - Family Readiness And Support Services Coordinator	15.94
24630 - Homemaker	15.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.14
25040 - Sewage Plant Operator	22.84
25070 - Stationary Engineer	27.14
25190 - Ventilation Equipment Tender	18.70
25210 - Water Treatment Plant Operator	22.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.05
27007 - Baggage Inspector	12.94
27008 - Corrections Officer	25.55
27010 - Court Security Officer	29.08
27030 - Detection Dog Handler	14.48
27040 - Detention Officer	25.55
27070 - Firefighter	29.15
27101 - Guard I	12.94
27102 - Guard II	14.48
27131 - Police Officer I	30.19
27132 - Police Officer II	33.55
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.80
28042 - Carnival Equipment Repairer	14.07
28043 - Carnival Worker	9.18
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	13.71
28350 - Park Attendant (Aide)	17.85
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	21.33
28630 - Sports Official	15.14
28690 - Swimming Pool Operator	16.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.74
29020 - Hatch Tender	30.74
29030 - Line Handler	30.74
29041 - Stevedore I	28.56
29042 - Stevedore II	33.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	20.65
30022 - Archeological Technician II	23.11
30023 - Archeological Technician III	28.62
30030 - Cartographic Technician	28.62
30040 - Civil Engineering Technician	24.06
30051 - Cryogenic Technician I	31.70
30052 - Cryogenic Technician II	35.01
30061 - Drafter/CAD Operator I	20.65
30062 - Drafter/CAD Operator II	23.11
30063 - Drafter/CAD Operator III	25.76
30064 - Drafter/CAD Operator IV	31.70
30081 - Engineering Technician I	16.06
30082 - Engineering Technician II	18.03
30083 - Engineering Technician III	20.60
30084 - Engineering Technician IV	25.52
30085 - Engineering Technician V	30.94
30086 - Engineering Technician VI	36.98
30090 - Environmental Technician	28.16
30095 - Evidence Control Specialist	28.62
30210 - Laboratory Technician	35.78
30221 - Latent Fingerprint Technician I	31.70
30222 - Latent Fingerprint Technician II	35.01

30240 - Mathematical Technician	28.62
30361 - Paralegal/Legal Assistant I	20.40
30362 - Paralegal/Legal Assistant II	25.27
30363 - Paralegal/Legal Assistant III	30.91
30364 - Paralegal/Legal Assistant IV	37.40
30375 - Petroleum Supply Specialist	35.01
30390 - Photo-Optics Technician	28.62
30395 - Radiation Control Technician	35.01
30461 - Technical Writer I	28.62
30462 - Technical Writer II	35.01
30463 - Technical Writer III	42.36
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	31.70
30502 - Weather Forecaster II	38.56
30620 - Weather Observer Combined Upper Air Or (see 2)	25.76
Surface Programs	
30621 - Weather Observer Senior (see 2)	28.62
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	12.71
31030 - Bus Driver	18.80
31043 - Driver Courier	13.29
31260 - Parking and Lot Attendant	11.20
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	12.47
31361 - Truckdriver Light	14.62
31362 - Truckdriver Medium	15.89
31363 - Truckdriver Heavy	20.70
31364 - Truckdriver Tractor-Trailer	20.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	11.32
99050 - Desk Clerk	10.62
99095 - Embalmer	27.04
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	19.59
99252 - Laboratory Animal Caretaker II	21.55
99260 - Marketing Analyst	30.07
99310 - Mortician	27.04
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	21.03
99711 - Recycling Specialist	26.03
99730 - Refuse Collector	18.68
99810 - Sales Clerk	11.98
99820 - School Crossing Guard	12.13
99830 - Survey Party Chief	26.05
99831 - Surveying Aide	14.82
99832 - Surveying Technician	19.44
99840 - Vending Machine Attendant	17.92
99841 - Vending Machine Repairer	23.06
99842 - Vending Machine Repairer Helper	17.92

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive

administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Special, January 18, 2022

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 18, 2022