

Notice of Meeting and Agenda
May 03, 2022

Special, 5/3/2022 10:30:00 AM

BE IT REMEMBERED that on May 03, 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 (ABSENT)

Chief Donta Miller, Chief John Shauberger

Honorable Laurie Leister, County Clerk

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

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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
May 03, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **03rd** day of **May 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** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

9:30 a.m.- WORKSHOP- To receive information from Constable Jevonne Pollard, Pct. 2 regarding her bailiff and courthouse security needs.

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.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The court will also have a question and answer session at the end of the meeting.

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If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Darrell Bush, Commissioner, Precinct Two

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

PURCHASING:

- (a).Consider and approve specifications for Request for Proposal (RFP 22-025/DC) Upgrade of the Jefferson County Nortel/Avaya S1000B+CS1000B Phone System.

SEE ATTACHMENTS ON PAGES 11 - 73

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b).Receive and file additional responsive bid for Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #39 to the Airport.

SEE ATTACHMENTS ON PAGES 74 - 148

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c).Consider and approve, execute, receive and file Job Order Contract (JOC 22-026/DC) with Preferred Facilities Group-USA for the Port Arthur Courthouse Elevator Shaft Repair in the amount of \$ 2,319.13; in accordance with Choice Partners JOC Texas Contract 20/017MR-17.

SEE ATTACHMENTS ON PAGES 149 - 149

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d).Execute, receive and file Lease Agreement for (RFP 19-032/YS), Lease of Properties as a Result of Buy Out with Ruben and Karissa Figueroa.

SEE ATTACHMENTS ON PAGES 150 - 153

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a).Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for May insurance reimbursement

NO ATTACHMENTS

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b).Receive and file the Passenger Facility Audit Guide for Public Agencies for the Year Ended September 30, 2021.

SEE ATTACHMENTS ON PAGES 154 - 165

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c).Consider and approve payment of administrative cost for ERA 1 to SETRPC. Costs are estimated to be \$136,800, and be paid through June 30, 2022.

SEE ATTACHMENTS ON PAGES 166 - 167

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d).Regular County Bills – check #494658 through check #494825.

SEE ATTACHMENTS ON PAGES 168 - 175

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY AIRPORT:

- (a).Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County and the Nederland Independent School District for use of pasture land located at the Jack Brooks Regional Airport for an educational and public purpose pursuant to Chapter 791, Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 176 - 178

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider and possibly approve a Proclamation for National Travel and Tourism Week.

SEE ATTACHMENTS ON PAGES 179 - 180

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b).Receive and file Oath of Office and Statement of Gene A. Winston, Jr. as Constable of Precinct 8 to fulfill the unexpired term of Constable Harold L. Doucet, Jr. who is retiring effective June 30, 2022 pursuant to Sec. 87.041, Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 234-235

Motion by: Alfred

Second by: Sinegal

Abstained: Branick, Pierce, Bush, Sinegal, Alfred

Action:

- (c).Consider, possibly approve and authorize the County to execute an Inter-local Agreement between Jefferson County and the Nederland Independent School District to perform repairs to parking areas pursuant to Section 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 181 - 185

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Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (d).Consider and possibly adopt a Resolution recognizing David B. Smith for 14 years of dedicated service to the Jefferson County Precinct 2 Road and Bridge and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 186 - 186

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (e).Conduct a public hearing to consider Order designating the Raman Project Facility in/ near Beaumont, Tx as a Reinvestment Zone, Pursuant to Sec. 312.401, Tax Code (The Property Redevelopment and Tax Abatement.

Clerk's Notes: A Public Hearing on this item was opened and closed by Judge Branick without public comment.

NO ATTACHMENTS

Action: NONE

- (f).Consider and possibly approve an Order to establish the Project Raman Reinvestment Zone Pursuant to Sec. 312.401, Tax Code.

SEE ATTACHMENTS ON PAGES 187 - 191

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (g).Conduct a public hearing regarding approval of a Tax Abatement Agreement for the Project Raman Facility Pursuant to Sec. 312.401, Tax Code.

Clerk's Notes: A Public Hearing on this item was open and closed by Judge Branick without public comment.

NO ATTACHMENTS

Action: NONE

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- (h). Consider, possibly approve and authorize the County Judge to execute a Tax Abatement Agreement for the Raman Project Facility in/near Beaumont, TX Pursuant to Sec. 312.401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 192 - 231

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve a Replat of a portion of Lot 2, Theo. F. Koch Subdivision, Vol. 2, Page 113, J.C.M.R. into Lots 1 -2 part of the E. Lopez League, Abstract No. 37. Property is located off of Highway 124 in Precinct #3. This plat is not within any ETJ and has met all of Jefferson Counties platting requirements.

SEE ATTACHMENTS ON PAGES 232 - 232

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Consider and possibly approve Replat of a portion of Lots 6 -9, Block 1, Orange Farms Subdivision, Vol. 5, Pg. 45, J.C.M.R. into Tracts 1-3 part of the John McNabb survey Abstract No. 174, Jefferson County. This Replat is off of Berry Drive in Precinct #2 and has met all of the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 233 - 233

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

OTHER BUSINESS:

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA
 WITHOUT TAKING ACTION.**

Notice of Meeting and Agenda
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Receive reports from Elected Officials and staff on matters of community interest without taking action.

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
May 03, 2022

Special, May 03, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 03, 2022.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409)835-8456

LEGAL NOTICE

Advertisement for Request for Proposal

May 3, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-025/DC), Upgrade of the Jefferson County Nortel/Avaya CS1000B + CS1000B Phone System. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

There will be a Pre-Proposal Conference on Day Here, Date Here, at Time Here am CT in the Location Here.

PROPOSAL NAME: Upgrade of the Jefferson County Nortel/Avaya CS1000B + 4CS1000B phone System
PROPOSAL NUMBER: RFP 22-025/DC
DUE DATE/TIME: 11:00 AM CT, Wednesday, June 1, 2022
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) to participate in the proposal 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.

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

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
May 4, 2022 and May 11, 2022

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COST PROPOSAL FORM

NON-DISCLOSURE AGREEMENT.....

RESPONDENT INFORMATION FORM.....

VENDOR REFERENCES FORM

SIGNATURE PAGE

CERTIFICATION REGARDING LOBBYING

DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS.....

DISCLOSURE OF LOBBYING ACTIVITIES FORM

CONFLICT OF INTEREST QUESTIONNAIRE

GOOD FAITH EFFORT (GFE)

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RESIDENCE CERTIFICATION/TAX FORM.....

HOUSE BILL 89 VERIFICATION

SENATE BILL 252 CERTIFICATION

RFP AFFIDAVIT

PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) will be cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- ☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- ☐ An acknowledgment and/or response to each section of the proposal.
- ☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☐ Identification of three (3) entities for which the Proposer is providing or has provided Nortel/Avaya phone upgrades of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☐ Completed and Signed FORM 1295.
- ☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- ☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- ☐ **One (1) Original and four (4) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

Please read the "Proposal Submittal Checklist" included in this package.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for upgrade of the Jefferson County Nortel/Avaya CS1000B + 4CS1000B phone system.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTION

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system

that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE Number Here.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.**

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract

- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. ADD THE ABOVE-REQUESTED INFORMATION HERE		Must file online at www.ethics.state.tx.us/File																	
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. ADD IFB/RFP/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE																			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>		Controlling	Intermediary														
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ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.																			
5 Check only if there is NO Interested Party. <input type="checkbox"/>		ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY																	
6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY. My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																			
ADD ADDITIONAL PAGES AS NECESSARY																			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.32 WAIVER OF SUBROGATION

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

1.33 ACKNOWLEDGE OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15)

working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.34 INSURANCE

The contractor (including any and all subcontractors as defined in Section 1.35 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required. Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

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

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.35 Below)

1.35 WORKERS' COMPENSATION INSURANCE

1.35.1 Definitions:

1.35.1.1 **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.

1.35.1.2 **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.

1.35.1.3 **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.

1.35.2 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.

1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

1.35.4 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.

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

1.35.5.1 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

1.35.5.2 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.

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

1.35.7 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.

1.35.8 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.

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

1.35.9.1 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.

1.35.9.2 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.

1.35.9.3 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.

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

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

1.35.9.4.2 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.

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

1.36.9.6 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

1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.35.10 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.

1.35.11 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.

PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.

SECTION 2: Federal Emergency Management Agency (FEMA) MANDATED CONTRACT PROVISIONS

1. REMEDIES

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

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

b. Key Definitions.

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

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

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

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

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

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

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

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

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

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

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his

books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

4. DAVIS-BACON ACT

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

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

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

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

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

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

COMPLIANCE WITH THE DAVIS-BACON ACT:

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

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

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

5. COPELAND ANTI-KICKBACK ACT

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

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

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a

statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

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

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

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

CLEAN AIR ACT:

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

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

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

FEDERAL WATER POLLUTION CONTROL ACT:

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

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

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

9. DEBARMENT AND SUSPENSION

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

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

c. Requirements.

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

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

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

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

2. The contract requires the approval of FEMA, regardless of amount.

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

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

SUSPENSION AND DEBARMENT:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

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

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

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

11. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

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

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

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

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes (RFP 22-025/DC) Upgrade of the Jefferson County Nortel/Avaya CS1000B+CS1000B Phone System

of making audits, examinations, excerpts, and transcriptions.

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

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

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

2. CHANGES

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

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

3. DHS SEAL, LOGO, AND FLAGS

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

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

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

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

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

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

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

5. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

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

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

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and four (4) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return all required documentation could result in a response being declared as non-responsive.

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

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

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked “SEALED RFP RESPONSE.” The outside of the envelope or box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent’s Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, June 1, 2022

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Deborah Clark, Purchasing Agent at 409-835-8593 or e-mail at: dclark@co.jefferson.tx.us.

Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2022)

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

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 RFQ 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.

3.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS/DEADLINE FOR QUESTIONS

Questions may be emailed to Deborah Clark, Purchasing Agent at: dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm CT, Wednesday, May 25, 2022.

3.4 TENTATIVE SCHEDULE OF EVENTS

May 3, 2022	Issuance of Request for Proposal
Date Here	Pre-Proposal Conference
June 1, 2022	Deadline Submission (late proposals will not be considered)
June 3, 2022	Proposals distributed to Evaluation Committee
June 10, 2022	If Applicable: Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
June 15, 2022	If Applicable: Conduct Interview/Best and Final Offer/Short List
June 21, 2022	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below

- A. Transmittal Letter
- B. Executive Summary
- C. Table of Contents
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Project Requirements
- G. **Cost Proposal Form (PAGE 36)**
- H. Other information that may be helpful in the evaluation

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (60) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (60) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.5 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 CONFLICT OF INTEREST

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Proposer must reveal any past or existing relationship between the Proposer, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in

the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

4.8 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

**Failure by Proposer to include all listed items within these RFP specifications
may result in the rejection of proposal by the County.**

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide design, engineer and implement the upgrade of the phone system for Jefferson County. Upgrade and migrate Nortel/Avaya CS1000E + 4 CS1000B to latest Avaya Aura 8 + 1 failover site. Approximately 1500 J159 IP phones. Approximately 14 analog gateways, 6 media gateways. Upgrade and migrate Office Linx ver 10.5 to latest Avaya Messaging. Upgrade and migrate Telstrat Engage call recording systems (2) to latest Telstrat WFO (Sernova/Lifesize) Software will utilize existing VM server environment at main and failover locations. Software will utilize existing VM server environment at main and failover locations.

Jefferson County Phone Upgrade Locations:

Main Campus: Old Courthouse 1149 Pearl St., Beaumont, TX 77701 Main core approx. 785 J159 IP sets, 193 analog ports.

Failover Site: Jail 5030 Hwy 69 S., Beaumont, TX 77705 Failover core, approx. 192 J159 IP sets, 73 analog ports.

Adult Probation 820 Neches Beaumont, TX 77701 approx. 80 J159 IP sets, 6 analog ports.

Sub Courthouse 525 Lakeshore Dr., Port Arthur, TX 77640 approx. 102 J159 IP sets, 32 analog ports.

Juvenile 5326 Hwy 69 Beaumont, TX 77705 approx. 76 J159 IP sets, 7 analog ports.

Adult Probation 820 Neches Beaumont, TX 77701 approx. 80 J159 IP sets, 6 analog ports.

JP Pct. 7/Mosquito Control 7933 Viterbo Beaumont, TX 77705 approx. 50 J159 IP sets

Port Arthur Public Health/Adult Probation 880 4th St. Port Arthur, TX 77640 approx. 50 J159 IP sets, Valcom paging.

Port Arthur Juvenile/Veterans 900 4th St Port Arthur, TX 77640 approx. 13 J159 IP sets.

Road & Bridge Pct. 1 1201 W Hwy 90 China, TX 77613 approx. 13 J159 IP sets, Valcom paging.

Road & Bridge Pct. 2 7759 Viterbo Beaumont, TX 77705 approx. 17 J159 IP sets, Valcom paging.

Road & Bridge Pct. 3 5700 Jade Port Arthur, Texas 77640 approx. 7 J159 IP sets, Valcom paging.

Road & Bridge Pct. 4 7780 Boyt Road Beaumont, TX 77713 approx. 13 J159 IP sets, Valcom paging.

Tax Office 4605 Jerry Ware Beaumont, TX 77705 approx. 16 J159 IP sets.

Jerry Ware Terminal 5000 Jerry Ware Beaumont, TX 77705 approx. 20 J159 IP sets.

Narcotics Division 4640 Hanger Drive Beaumont, TX 77705 approx. 46 J159 IP sets.
Airport (New Terminal) 6000 Airline Drive Beaumont, TX 77705 approx. 5 J159 IP sets.
JP/Const. Pct. 4 19217 Hwy 365 Beaumont, TX 77705 approx. 13 J159 IP sets

Marine Division 5950 South 1st Ave. Sabine Pass, Texas 77655 approx. 8 J159 IP sets.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

6.4 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1.

6.5 LAWS AND REGULATIONS

The Type of Firm Here Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

THE PROPOSAL EVALUATION AND SELECTION PROCESS IS DETAILED IN THIS SECTION, AS ARE OTHER FACTORS, AND THE FORMAT IN WHICH THE COST RESPONSE OF EACH PROPOSAL MUST BE SUBMITTED.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 36 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 36 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. 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 and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) 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 be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent may disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

7.5 PROPOSAL EVALUATION CRITERIA: (SAMPLE BELOW)

a. RESPONSIVENESS – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. IMPLEMENTATION PLAN – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

COST PROPOSAL FORM: SAMPLE

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

, per specifications	\$
Name of Proposer:	
Signature:	
Title:	

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____
 Title: _____
 Date: _____

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 22-025/DC) Upgrade of the Jefferson County Nortel/Avaya CS1000B+CS1000B Phone System

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**

VENDOR REFERENCES FORM

Proposer: 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.

REQUIRED FORM

Proposer: Please complete this form and include with Proposal submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

This Proposal/RFP Response shall remain in effect for **# of days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. 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 respond or not to respond thereon.

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal 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

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

Date

REQUIRED FORM

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

(RFP 22-025/DC) Upgrade of the Jefferson County
Nortel/Avaya CS1000B+CS1000B
Phone System

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

REQUIRED FORM

Proposer: Please complete this form
and include with Proposal Submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-top: 10px;"> _____ Name of Officer </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div> </div>		

Adopted 8/7/2015

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received _____
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).	
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
6	AFFIDAVIT	
I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath		

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____

Street	City	State	Zip

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

Project Title & No.: _____

Prime Contract Amount: \$

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative

Signature of Representative

Date _____

Printed Name of HUB

Signature of Representative

Date

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

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

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

(RFP 22-025/DC) Upgrade of the Jefferson County
Nortel/Avaya CS1000B+CS1000B
Phone System

☐ Yes ☐ No

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

Description of Subcontract Work to be Performed:

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

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

PAGE 55 OF 56

Description of Subcontract Work to be Performed:

E-mail address:

PAGE 57 OF 56

RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Non-resident RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

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

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

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

INTF 22-029/DC, Upgrade of the Jefferson County

Nortel/Avaya CS1000B+CS1000B
Phone System

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**

(RFP 22-025/DC) Upgrade of the Jefferson County
Nortel/Avaya CS1000B+CS1000B
Phone System

SENATE BILL 252 Certification

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

Company Name

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date**REQUIRED FORM****Proposer: Please complete this form
and include with Proposal Submission.**

(RFP 22-025/DC) Upgrade of the Jefferson County
Nortel/Avaya CS1000B+CS1000B
Phone System

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow Jefferson 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.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 20____

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**

(RFP 22-025/DC) Upgrade of the Jefferson County
Nortel/Avaya CS1000B+CS1000B
Phone System

BIDDER INFORMATION FORM

ORIGINAL

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

Bid Number & Name: IFB 22-011/JW, TAXIWAY A REHABILITATION AT JACK BROOKS REGIONAL AIRPORT

Bidder's Company/Business Name: Brizo Construction, LLC

Bidder's TAX ID Number: [REDACTED]

If Applicable: HUB Vendor No. [REDACTED] DBE Vendor No.

Contact Person: Kevin Jenkins **Title:** Business Development

Phone Number (with area code): 409-316-4764

Alternate Phone Number if available (with area code): 713-325-2283

Fax Number (with area code): NA

Email Address: kevin.jenkins@brizoconstruction.com

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

9100 Canniff St.

Address

Houston, TX 77017

City, State, Zip Code

REQUIRED FORM

Bidder: Please complete this form
and include with bid submission.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder Brizo Construction, LLC
 2. Permanent main office address
9100 Canniff St.
Houston, TX 77017
 3. When organized 2017
 4. If a corporation, where incorporated Galveston County
 5. How many years have been engaged in the contracting business under your present firm or trade name? 5
 6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)
Bolivar Debris Removal - \$2,500,000 - anticipated completion date is mid-April
- General character of work performed by your company
7. Have you ever failed to complete any work awarded to you? No
 8. Have you ever defaulted on a Contract? No
If so, where and why? _____
 9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
If so, where and why? _____
 10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document).
 11. List your major equipment available for this Contract (attach to back of this document).
 12. List your experience in construction work similar in scope and scale to this project (attach to back of this document).
 13. Background and experience of the principal members of your organization, including the officers (attach to back of this document).
 14. Credit available: _____
 15. Give Bank reference: _____

Frost Bank - Sharlene Bowser, SVP, Relationship Manager, Sharlene.bowser@frostbank.com

Firm Introduction

Brizo Construction, LLC is a Texas HUB certified and Woman-owned construction firm that services clientele in civil construction and post-disaster residential services containing demolition, debris removal, elevation, reconstruction, and rehabilitation. Our team brings a history of proven performance in implementing and managing successful federally funded civil and residential construction projects across the Gulf Coast. As an innovator in infrastructure, mitigation measures, and community resilience, we will provide a highly skilled workforce to deliver the construction services for the Jack Brooks Regional Airport Taxiway-A Rehabilitation Project. Our team has a robust pool of subject matter experts knowledgeable in a wide range of creative construction strategies, disaster recovery programs, mitigation measures, and resiliency solutions. We utilize cutting-edge equipment and are always adapting to industry best practices to ensure our projects are delivered on time and exceed client's expectations.

Our team is experienced in performing and delivering earthwork and drainage infrastructure improvements, embankment consolidation, site development, detention systems, construction oversight, estimating, implementing cost and schedule control strategies and value analysis, among other services. In May 2020, Brizo Construction completed the Texas General Land Office (GLO) Rollover Pass Closure, an \$8 million USACE permitted project that included debris removal, sheet piling, riprap placement, and the transport of 137,000 CY of fill to mitigate against land erosion on the Bolivar Peninsula in Galveston County. In June 2021, we were contracted by Brazoria County and performed drainage infrastructure improvements to 625 acres of land in the Holiday Lakes community by installing reinforced concrete pipe, inlets-outfalls, and weir structures.

Since 2017, Brizo Construction has assisted over 5,000 homeowners with emergency housing repairs and long-term reconstruction projects on numerous FEMA and CDBG-DR funded programs. We are currently performing a \$100 million dollar contract with the Texas General Land office for reconstruction, repair, and drainage improvement services to homes damaged by Hurricane Harvey. In addition to Texas, we are supporting federally funded recovery projects in Florida and Louisiana. We have been recognized as the top-performing contractor on multiple federally funded recovery programs in the state of Texas. These awards were distributed by the Texas General Land Office's Builder's Assessment Model and scored on a variety of topics which include overall quality of work, craftsmanship, project management, scheduling, and customer service.

Project Experience

Brizo Construction's team of professionals have **over 100 years of combined Federal and State funded program experience** and successfully completed work under the following Federal and State-funded projects:

Client Programs

State of Texas – General Land Office

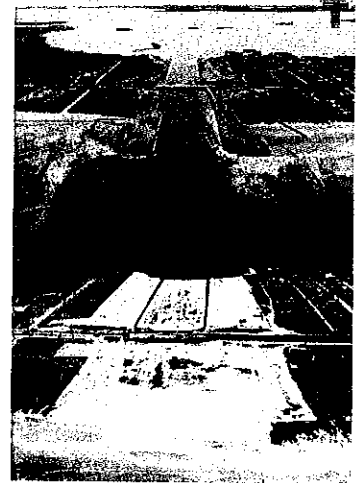
Rollover Pass Closure- Completed May 2020

The Texas General Land Office selected Brizo Construction to provide Civil and Marine construction services for the Rollover Pass Closure Project in Galveston, Tx. The project included debris removal, sheet piling installation, placement, and grading of fill in order to close off the pass between the Bay and the Gulf of Mexico. The goal of this project was to reduce sand-build up in the intercoastal and minimize beach erosion caused by storms. Brizo Construction was able to persevere tough weather conditions and change order requests to deliver this project ahead of schedule.

Contract Amount | \$8 M

Completion Time | 8 months

Size | 137,000 cubic yards of fill



Brazoria County- Holiday Lakes – Completed June 2021

Drainage Infrastructure Improvements

Brazoria County selected Brizo Construction to provide civil construction services for drainage infrastructure improvements at Holiday Lakes, Tx. The project included the installation of below grade reinforced concrete pipe in several locations with cast-in-place inlets and outfalls, including a weir structure to improve drainage for the surrounding community

Contract Amount | \$700k

Completion Time | 3 months



State of Texas- General Land Office

Homeowner's Assistance Program- On-going since 2019

Demolition and new home reconstruction, elevation, and rehabilitation of housing assignments in the state of Texas. Full demolition and reconstruction build times are averaging 45 days.

Contract Amount | \$100 million

Completion Time | 5 years

Size | Estimated +2,000 Reconstructions



Client Programs

State of Texas – General Land Office

Bolivar Peninsula Debris Removal Project- estimated completion April 2022

The Texas General Land Office selected Brizo Construction to provide marine debris removal construction services for the removal of well stubs and debris located on high traffic recreation areas on State-owned uplands and submerged lands on the Bolivar Peninsula. Brizo is currently on schedule to complete this project in mid-April 2022.

Contract Amount | \$2.5M

Completion Time | 4 Months



State of Texas – General Land Office

Direct Assistance Home Limited Repair (DALHR) Program-Completed Aug. 2018

First ever permanent repair program during the rapid response phase of any recovery in FEMA's history. Brizo Construction, LLC was selected out of 13 Prime Contractors to provide rehabilitation and repair services for homes impacted by Hurricane Harvey in the State of Texas.

Contract Amount | \$1M

Completion Time | 4 Months

Size | 100 Single Family Homes



State of Texas – General Land Office

Bolivar Peninsula Recreation Fishing Pier CMAR Project- on-going

The Texas General Land Office selected Brizo Construction to service as the Construction Manager-at-Risk for the construction of a recreation pier on the Bolivar Peninsula. We are currently collaborating with Architects/Engineer's to finalize the design elements for the pier. Brizo is responsible for facilitating the bidding and selection of subcontractors to perform the construction activities as well as managing the construction phase according to design specifications.

Contract Amount | \$12M

Completion Time | 3 years



State of Texas – General Land Office- completed June 2018

Partial Repair and Essential Power for Sheltering (PREPS) Program

Provided Partial Repair Rehabilitation Services for homes impacted by Hurricane Harvey within a two-month period for the PREPS Program, which allowed homeowners to reside in their homes instead of being dislocated. Brizo Construction effectively met all requirements within an above average time frame.

Contract Amount | \$4M

Completion Time | 60 Days

Size | 650 Single Family Homes



Manpower Resources

Executive Management	5	Yes
Project Managers	5	Yes
General Superintendent	26	Yes
Equipment Operator	8	Yes
Laborer - Pipe Layer	6	Yes
Laborer - Concrete	10	Yes
Laborer - General	15	Yes

Equipment Resources - Total List of Firm Equipment**

Kubota Skid Steer	2	Yes
24" 900 Pile Driver	1	Yes
Kubota Tractor	3	Yes
D5K2L Dozer	1	Yes
Teryx Digger	1	Yes
F150 Digger	1	Yes
Kubota SVL97	1	Yes
200 Excavator	1	Yes
350 Excavator	1	Yes
470 Excavator	1	Yes
325 Articulated DT	1	Yes
335 Articulated DT	1	Yes
345 Articulated DT	1	Yes
Kobelco-mini excavator	2	Yes
Cat D4C Dozer	1	Yes
Generators	5	Yes
Work Trucks	9	Yes

**** Have established relationships with equipment rental companies for additional equipment support.**

Principal Members

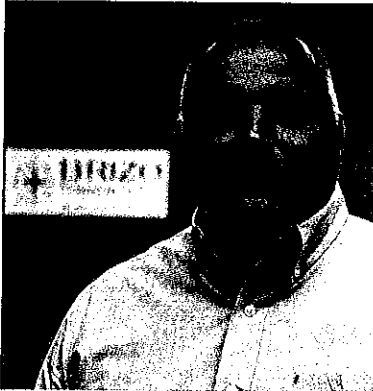
Natasha Lee, Chief Executive Officer- has over 25 years of construction experience in civil and residential construction. She will be responsible for contractual obligations and committing the necessary resources to deliver the rehabilitation services.

Cody Lee, President- has over 25 years of construction experience in civil and residential construction. He will be responsible for the oversight, preparation, and execution of Jack Brooks rehabilitation project.

Ronnie Vaughan, Chief Operating Officer- has over 23 years of experience in accounting and field operations with a heavy concentration in Civil Construction in and around the Houston and contiguous counties providing water, sanitary, drainage, detention ponds, retention ponds, levees, and roadways for master planned housing developments along with commercial development for large anchor tenants. He will manage the fiscal controls for the rehabilitation project.

CODY LEE

PRESIDENT



EDUCATION

SOUTHEASTERN OKLAHOMA STATE UNIVERSITY

Bachelor's Degree, Safety
Engineering and Environmental
Science
National Dean's List Honors

TRAINING/CERTIFICATIONS

OSHA 500/501

HEAVY EQUIPMENT

MASTER TRAINER FOR CPR

YEARS OF EXPERIENCE

20 YEARS

PROFESSIONAL BIO

Mr. Lee is a third-generation general contractor, a tradition going back in his family to 1950. Mr. Lee has been in residential and civil construction for over 25 years. He became the President for Brizo Construction in 2017.

Mr. Lee has over 8 years of experience in managing governmental contracts as a prime contractor responsible for delivering civil and residential construction services in Texas, Louisiana and Florida.

VALUE ADDED EXPERIENCE

- Experience collaborating with Federal and State agencies and local officials
- Experience coordinating with the vendors, subcontractors, and stakeholders through all project phases
- Ability to develop, assemble, review, evaluate and scrutinize project schedules and forecasts including status reporting and communication through earned value management

PROFESSIONAL EXPERIENCE

BRIZO CONSTRUCTION, PRESIDENT AUGUST 2017 TO PRESENT

As President of Brizo Construction, Mr. Lee has assisted more than 2,000 homeowners with emergency repair assistance through the GLO and City of Houston administered Direct Assistance for Limited Home Repair (DALHR) program and the Partial Repair Essential Power for Sheltering (PREPS) program. Brizo Construction is currently participating in the GLO Homeowner's Assistance Program and has completed over 200 reconstructions to date.

Mr. Lee's focus is to recruit and hire the best residential construction professionals, especially those with FEMA and CDBG-DR housing repair and reconstruction experience.

CODY DRILLING INCORPORATED, CEO 2002-2017

Mr. Lee is the CEO for Cody Drilling. Cody Drilling has assisted over 2,000 elevated structures and reconstructions of disaster impacted housing in the City of Galveston and Galveston County, Brazoria County, Chambers County, and Southeast Texas after Hurricane Ike. In 2016, Mr. Lee assisted with Louisiana Disaster Recovery Program with their rapid repairs program. Duties included business development, rapid mobilization, project capitalization, and building strong partnerships within the construction community.

RONNIE VAUGHAN

CHIEF OPERATING OFFICER
EXECUTIVE OVERSIGHT



EDUCATION

UNIVERSITY OF HOUSTON
Bachelor's Degree, Accounting

TRAINING/CERTIFICATIONS

OSHA 500/501

HEAVY EQUIPMENT

MASTER LICENSE MERCHANT
MARINER CREDENTIAL UP TO
200TN

MASTER TRAINER FOR CPR

YEARS OF EXPERIENCE

25 YEARS

PROFESSIONAL BIO

Mr. Vaughan has over 25 years of experience in executive accounting in functioning roles as a CEO, CFO, and controller for construction companies with a heavy concentration in the civil construction industry.

VALUE ADDED EXPERIENCE

- Experience collaborating with Federal and State agencies and local officials to establish budgets.
- Experience coordinating with the vendors, subcontractors, and stakeholders through all project phases
- Ability to develop, assemble, review, evaluate and scrutinize project schedules and forecasts including status reporting and communication through earned value management

PROFESSIONAL EXPERIENCE

BRIZO CONSTRUCTION, VP OF OPERATIONS 2019 TO PRESENT

As Vice President of Operations for Brizo Construction, Mr. Vaughan oversees all construction operations and related personnel specializing in post-disaster rehabilitation, elevated foundations, residential new construction, and heavy civil construction. During his tenure, he has developed short-term and long-range strategic business goals resulting in increased annual revenue and profit margins while maintaining valued deliverables to clients in the public and private market sectors. In addition, he has provided the company with liquidity at market leading rates by executing new credit facilities.

MONARCH CIVIL CONSTRUCTORS, LLC, CEO 2010-2018

Mr. Vaughan was the CEO/Managing member of a large civil construction company in and around the Houston metropolitan area that specialized in water, sanitary, drainage, detention ponds, retention ponds and roadways for master planned housing and commercial developments. He managed annual revenue exceeding \$25-35m and over 100 employees at a given time. He was also responsible for oversight of up to 90 pieces of equipment and utilized on board diagnostic systems and GPS trackers to detail production tracking per hour on job.

SLC CONSTRUCTION, CHIEF FINANCIAL OFFICER 2007-2010

BRIZO CONSTRUCTION, LLC

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 080983829	SAM Unique Entity ID T9FDJHHPJKV8	CAGE / NCAGE 80BN5
Purpose of Registration All Awards	Registration Status Active	Expiration Date Jul 15, 2022
Physical Address 9100 Canniff ST STE 100 Houston, Texas 77017-6522 United States	Mailing Address 9100 Canniff ST STE 100 Houston, Texas 77017-6522 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 29	State / Country of Incorporation Texas / United States	URL (blank)
MPIN *****Con1		

Registration Dates

Activation Date Jul 19, 2021	Submission Date Jul 15, 2021	Initial Registration Date Dec 1, 2017
--	--	---

Entity Dates

Entity Start Date Aug 7, 2017	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

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

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

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Organization Factors

Limited Liability Company

Socio-Economic Types

Woman Owned Business

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

80BN5

Electronic Funds Transfer

Account Type

Routing Number

Lock Box Number

Financial Institution

Account Number

Automated Clearing House

Phone (U.S.)

Email

Phone (non-U.S.)

Fax

Remittance Address

Taxpayer Information

EIN

*******8708**

Type of Tax

Applicable Federal Tax

Taxpayer Name

Brizo Construction LLC

Tax Year (Most Recent Tax Year)

2020

Name/Title of Individual Executing Consent

Corporate Controls Manager

TIN Consent Date

Jul 15, 2021

Address

9100 Canniff ST STE 100

Houston, Texas 77017

Points of Contact

Accounts Receivable POC

✕

Jose Lopez, Corporate Controls Manager

jose.lopez@brizoconstruction.com

4093164764

Electronic Business

✕

9100 Canniff Street

Thomas Sheppard, Vice President
tom.sheppard@brizoconstruction.com
4093164762

Houston, Texas 77017
United States

Government Business

Jose Lopez, Corporate Controls Manager
jose.lopez@brizoconstruction.com
4093164762

9100 Cannliff Street
Houston, Texas 77017
United States

Sole Proprietorship POC

Jose Lopez, Accounting Manager
jose.lopez@brizoconstruction.com
4093164762

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	236115	New Single-Family Housing Construction (Except For-Sale Builders)
	236116	New Multifamily Housing Construction (Except For-Sale Builders)
	236117	New Housing For-Sale Builders
	236118	Residential Remodelers
	238110	Poured Concrete Foundation And Structure Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass And Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238310	Drywall And Insulation Contractors
	238910	Site Preparation Contractors

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$90,000,000.00	69

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$30,000,000.00
Construction Per Contract	\$5,000,000.00

States

Any

Counties

(blank)

Metropolitan Statistical Areas

(blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2022

88

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 Volmert & Associates 11700 Preston Rd Ste 660-205 Dallas TX 75230		CONTACT NAME: Nichelle Alger PHONE (A/C, No, Ext): (817) 756-6908 FAX (A/C, No): (866) 732-9327 E-MAIL ADDRESS: service@volmertins.com																						
INSURED BRIZO CONSTRUCTION, LLC 9100 CANNIFF STREET SUITE 200 HOUSTON TX 77017		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER B:</td> <td>State Automobile Mutual Insurance</td> <td>25135</td> </tr> <tr> <td>INSURER C:</td> <td>Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER D:</td> <td>American Interstate Insurance Company of Texas</td> <td>12228</td> </tr> <tr> <td>INSURER E:</td> <td>Travelers Lloyds Insurance Co</td> <td>41564</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Navigators Insurance Company	42307	INSURER B:	State Automobile Mutual Insurance	25135	INSURER C:	Colony Insurance Company	39993	INSURER D:	American Interstate Insurance Company of Texas	12228	INSURER E:	Travelers Lloyds Insurance Co	41564	INSURER F:		
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INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **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			HO21CGLZ05A8MIC	05/18/2021	05/18/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PER PROJECT AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY			10098982CA	10/17/2021	10/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			AR6461270	05/18/2021	05/18/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCTX3009382021	07/10/2021	07/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CONTRACTORS EQUIPMENT			QT-660-6P972891-TLC-22	02/17/2022	02/17/2023	MAX VALUE 699,458
							LEASED/RENTED 200,000
							DEDUCTIBLE 1,000

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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder unless the policy is endorsed.

CERTIFICATE HOLDER

CANCELLATION

Jefferson County 1149 Pearl Street, 1st Floor Beaumont TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****OFFICE USE ONLY****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Date Received

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

Brizo Construction LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

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

☐

Yes

☒

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

03/15/2022

Date

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☒ Yes ☐ No

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

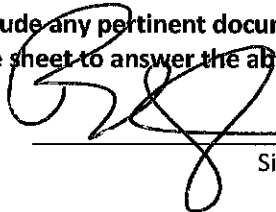
Did the Prime Contractor/Consultant . . .?

- ☒ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum DBE Subcontractor participation?
- ☒ Yes ☐ No 2. **Notify** in writing a reasonable number of DBEs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- ☒ Yes ☐ No 3. **Provide** DBEs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- ☒ Yes ☐ No 4. **Negotiate** in good faith with interested DBEs, and not reject bids from DBEs that qualify as lowest and responsive Bidders?
- ☐ Yes ☒ No 5. **Document** reasons DBEs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected DBEs?
- ☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) DBE participation, **please explain the reasons why.**

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

Ronnie Vaughan

Printed Name of Authorized Representative



Signature

Chief Operating Officer

Title

04/05/2022

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

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

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☒ Yes ☐ No

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

Contractor Name: Brizo Construction, LLC DBE: ☐ Yes ☒ No

Address: 9100 Canniff St. Houston TX 77017
Street City State Zip

Phone (with area code): 409-316-4764 Fax (with area code): _____

Project Title & No.: Taxiway A Rehabilitation at the Jack Brooks Regional Airport; IFB 22-011/JW

Prime Contract Amount: \$ 6,468,928.10

DBE Subcontractor Name: EZ Demolitions

DBE Status (Gender & Ethnicity): _____

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

Address: 16840 Clay Road. Ste. 115 Houston TX 77084
Street City State Zip

Phone (with area code): 281-496-0401 Fax (with area code): _____

Proposed Subcontract Amount: \$ 444,840.00 Percentage of Prime Contract: 6.8 %

Description of Subcontract Work to be Performed: Concrete pavement removal

Ronnie Vaughan

Printed Name of Contractor Representative


Signature of Representative

4/5/2022

Date

James Lumbley

Printed Name of DBE

To be provided upon award

Signature of Representative

Date

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

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE JEFFERSON COUNTY PURCHASING AGENT'S REPRESENTATIVE. THE "DBE SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM" MUST BE COMPLETED AND FAXED TO 409-835-8456.

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☒ Yes ☐ No

Prime Contractor: Brizo Construction DBE: ☐ Yes ☒ No

DBE Status (Gender & Ethnicity): Texas HUB Certified Woman-owned Business

Address: 9100 Canniff St Houston, TX 77017
Street City State Zip

Phone (with area code): 409-359-7474 Fax (with area code): _____

Project Title & No.: Jack Brooks Taxiway A-Rehabilitation IFB/RFP No.: 22-011-JW

Total Contract: \$ 6,468,928.10 Total DBE Subcontract(s): \$ 6.8

Construction DBE Goals: 12.8% MBE:: 6.8 % 12.6% WBE: 6.8 %

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

FOR DBE OFFICE USE ONLY:

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

PART I. DBE SUBCONTRACTOR DISCLOSURE

DBE Subcontractor Name: _____

DBE Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

Was the Jefferson County DBE Office contacted for assistance in locating DBEs?

☐ Yes

☒ No

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

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

Subcontractor Name: Ameritex Pipe

Address: 3960 E. Hwy. 90 Seguin, TX 78156
Street City State Zip

Contact person: Todd Aldermann Title: Manager

Phone (with area code): 830-372-9201

Fax (with area code): _____

Proposed Subcontract Amount: \$ 96,317.17

Percentage of Prime Contract: 1.5 %

Description of Subcontract Work to be Performed: Drainage material

Subcontractor Name: Eagle Airport Marking

Address: 5226 FM 2207 Kilgore TX 75662
Street City State Zip

Contact person: Aaron Cole Title: Manager

Phone (with area code): 903-983-1111

Fax (with area code): _____

Proposed Subcontract Amount: \$ 103,803.44

Percentage of Prime Contract: 1.6 %

Description of Subcontract Work to be Performed: Airport Marking

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: F&W Electrical

Address: 6880 US Hwy 181 N Floresville, TX 78114
Street City State Zip

Contact person: Mike Olguin Title: Manager

Phone (with area code): 830-251-2803 Fax (with area code): _____

Proposed Subcontract Amount: \$ 1,000,811.22 Percentage of Prime Contract: 15.4 %

Description of Subcontract Work to be Performed: Electrical scope and lighting

Subcontractor Name: Knife River Concrete

Address: 6025 Highland Ave. Beaumont TX 77705
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): 409-842-2100 Fax (with area code): _____

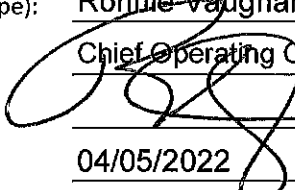
Proposed Subcontract Amount: \$ 1,133,699.60 Percentage of Prime Contract: 17.5 %

Description of Subcontract Work to be Performed: Concrete

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

Name (print or type): Ronnie Vaughan

Title: Chief Operating Officer

Signature: 

Date: 04/05/2022

E-mail address: ronnie@brizoconstruction.com

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

Name (print or type): Kevin Jenkins

Title: Business Development

Date: 04/05/2022

E-mail address: kevin.jenkins@brizoconstruction.com

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1822408708200
Approval Date: January 13, 2022
Scheduled Expiration Date: October 12, 2025

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

Brizo Construction LLC

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 **January 13, 2022**, 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/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

From: [Kevin Jenkins](#)
To: [Kevin Jenkins](#)
Cc: [Taryn Keeler](#)
Bcc: ["echapag@hotmail.com"](#); ["kay.emiconst@gmail.com"](#); ["daniel@safetexinc.com"](#); ["HectorG@AdvocateSol.com"](#); ["Brianm@mtechelectric.com"](#); ["vproelectric@gmail.com"](#)
Subject: Taxiway Rehabilitation at Jack Brooks Regional Airport- Jefferson County
Date: Friday, March 25, 2022 4:52:00 PM
Attachments: [Jefferson County Solicitation- Jack Brooks Regional Airport.pdf](#)
[image001.jpg](#)
[BPT Taxiway A IFB Bid Docs and Specifications.pdf](#)

Good afternoon,

We are sending out this good faith notification for Jacks Brooks Regional Airport Rehabilitation bid that we are pursuing that bids on 4/6. We are seeking interested subcontractors to perform excavation and electrical work for the rehabilitation project. We have attached the advertisement for the solicitation and the specifications, and the full documents are available on civcast. Please let us know if you are interested in participating in this bid or need additional info about the bid.

Thanks,

Kevin

Kevin Jenkins

Business Development

9100 Canniff St.

Houston, TX 77017

Phone: 409.359.7474

Direct: 917.554.1357

Fax: 409.797.4722

Email: kevin.jenkins@brizoconstruction.com



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RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- ☒ I certify that Brizo Construction, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	Brizo Construction LLC
Mailing address:	9100 Canniff St., Houston, TX 77017
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
0568000000011000000	4835 Rameda Rd., Beaumont, TX 77705
70000000008837500000	10925 Eastex Fwy, Beaumont, TX 77708

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

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

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

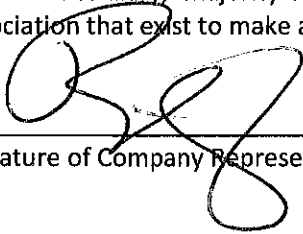
I, Ronnie Vaughan, the undersigned representative of (company or business name) Brizo Construction, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company 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 2270.002, Texas Government Code:

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

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



Signature of Company Representative

4/5/2022

Date

On this 5th day of April, 2022, personally appeared

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

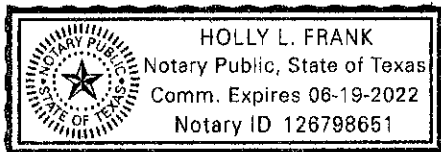
Notary Seal



Notary Signature

04/05/2022

Date



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.

Brizo Construction

Company Name

IFB 22-011/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brizo Construction, LLC
9100 Canniff Street
Houston, TX 77017

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

Mailing Address for Notices

475 Steamboat Road
Greenwich, CT 06830

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

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

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ Five Percent Of The Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Taxiway A Rehabilitation at the Jacks Brooks Regional Airport, Bid No. IFB 22-011/JW

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

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

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

Signed and sealed this 6th day of April, 2022

(Witness)

Brizo Construction, LLC

(Principal)

(Seal)

(Title)

Berkley Insurance Company

(Surety)

(Seal)

(Title) Holli Orr, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Holli Orr; Jennifer Westmoreland; or Wesley Williams of American Global of Georgia, LLC of Atlanta, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of August, 2021.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 10th day of August, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 6th day of April, 2022.

(Seal)

Vincent P. Forte
Vincent P. Forte

BID FORM AND PROPOSALPlace Jack Brooks Regional AirportDate 04/05/2022Proposal of Brizo Construction,a corporation organized and existing under the laws of the State of Texas,

or

Proposal of _____,

a partnership consisting of _____,

or

Proposal of _____,

an individual doing business as _____,

To: Jack Brooks Regional AirportThis bid results from your advertisement for bids for the construction of the **Taxiway A Rehabilitation**.

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

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

List of Plans

Sheet Number	Drawing Number	Sheet Title
GENERAL		
1	GI-001	COVER SHEET
2	GI-002	SHEET INDEX AND SUMMARY OF QUANTITIES
3	GI-101	PROJECT LAYOUT AND SURVEY CONTROL PLAN
4	GC-001	CONSTRUCTION SAFETY & PHASING NOTES 1
5	GC-002	CONSTRUCTION SAFETY & PHASING NOTES 2
6	GC-101	CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 1
7	GC-102	CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 2A
8	GC-103	CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 2B
9	GC-201	CONSTRUCTION SAFETY DETAILS 1
10	GC-202	CONSTRUCTION SAFETY DETAILS 2
11	GC-203	CONSTRUCTION SAFETY DETAILS 3
12	GC-204	CONSTRUCTION SAFETY DETAILS 4
CIVIL		
13	CV-101	EXISTING CONDITIONS AND DEMOLITION PLAN
14	CE-101	EROSION CONTROL PLAN
15	CE-201	EROSION CONTROL DETAILS
16	CC-101	GRADING AND DRAINAGE PLAN 1
17	CC-102	GRADING AND DRAINAGE PLAN 2
18	CC-103	GRADING AND DRAINAGE PLAN 3
19	CC-104	GRADING AND DRAINAGE PROFILES
20	CC-201	GRADING AND DRAINAGE DETAILS 1
21	CC-202	GRADING AND DRAINAGE DETAILS 2
22	CH-101	PRE-DEVELOPMENT DRAINAGE AREA MAP
23	CH-102	POST-DEVELOPMENT DRAINAGE AREA MAP
24	CP-001	TYPICAL SECTIONS
25	CP-101	PLAN AND PROFILE 1
26	CP-102	PLAN AND PROFILE 2
27	CP-103	PLAN AND PROFILE 3
28	CJ-201	JOINT LAYOUT PLAN 1
29	CJ-202	JOINT LAYOUT PLAN 2
30	CJ-203	JOINT LAYOUT PLAN 3
31	CJ-301	JOINT DETAILS
MARKINGS		
32	CM-101	TAXIWAY MARKING PLAN 1
33	CM-102	TAXIWAY MARKING PLAN 2
34	CM-103	TAXIWAY MARKING PLAN 3
35	CM-104	RUNWAY MARKING PLAN 1
36	CM-105	RUNWAY MARKING PLAN 2

37	CM-201	TAXIWAY MARKING DETAILS 1
38	CM-202	TAXIWAY MARKING DETAILS 2
39	CM-203	RUNWAY MARKING DETAILS
		ELECTRICAL
40	EN-001	LIGHTING LEGEND AND GENERAL NOTES
41	EN-002	LIGHTING KEYED NOTES
42	ED-101	LIGHTING REMOVAL PLAN 1
43	ED-102	LIGHTING REMOVAL PLAN 2
44	ED-103	LIGHTING REMOVAL PLAN 3
45	ED-104	LIGHTING REMOVAL PLAN 4
46	ED-105	LIGHTING REMOVAL PLAN 5
47	ED-106	LIGHTING REMOVAL PLAN 6
48	EL-101	LIGHTING INSTALLATION PLAN 1
49	EL-102	LIGHTING INSTALLATION PLAN 2
50	EL-103	LIGHTING INSTALLATION PLAN 3
51	EL-104	LIGHTING INSTALLATION PLAN 4
52	EL-105	LIGHTING INSTALLATION PLAN 5
53	EL-106	LIGHTING INSTALLATION PLAN 6
54	EL-501	LIGHTING REMOVAL DETAILS
55	EL-502	LIGHTING INSTALLATION DETAILS 1
56	EL-503	LIGHTING INSTALLATION DETAILS 2
57	EL-504	LIGHTING INSTALLATION DETAILS 3
58	EL-505	LIGHTING INSTALLATION DETAILS 4
59	EL-506	LIGHTING INSTALLATION DETAILS 5
60	EL-507	LIGHTING INSTALLATION DETAILS 6
61	EL-508	LIGHTING INSTALLATION DETAILS 7
62	EL-509	LIGHTING INSTALLATION DETAILS 8
63	EL-510	LIGHTING INSTALLATION DETAILS 9
64	EL-511	LIGHTING INSTALLATION DETAILS 10
		CROSS SECTIONS
65	XS-101	TAXIWAY A EAST CROSS SECTIONS 1
66	XS-102	TAXIWAY A EAST CROSS SECTIONS 2
67	XS-103	TAXIWAY A EAST CROSS SECTIONS 3
68	XS-104	TAXIWAY A EAST CROSS SECTIONS 4
69	XS-201	TAXIWAY A WEST CROSS SECTIONS 1
70	XS-202	TAXIWAY A WEST CROSS SECTIONS 2
71	XS-203	TAXIWAY A WEST CROSS SECTIONS 3
72	XS-204	TAXIWAY A WEST CROSS SECTIONS 4
73	XS-205	TAXIWAY A WEST CROSS SECTIONS 5
74	XS-206	TAXIWAY A WEST CROSS SECTIONS 6

List of Technical Specifications

Specification Item No.	Description
SS-101	Safety Plan Compliance Document (SPCD)
SS-110	Standard Specifications
SS-120	Construction Safety and Security
SS-130	Trench and Excavation Safety Systems
SS-300	Basic Electrical Requirements
SS-301	Electrical Demolition Work
SS-305	Directional Boring
SS-310	Airport Lighting Systems
C-100	Contractor Quality Control Program (CQCP)
C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
C-105	Mobilization
P-101	Preparation/Removal of Existing Pavements
P-152	Excavation, Subgrade, and Embankment
P-155	Lime-Treated Subgrade
P-208	Aggregate Base Course
P-501	Cement Concrete Pavement
P-605	Joint Sealants for Pavements
P-610	Concrete for Miscellaneous Structures
P-620	Runway and Taxiway Marking
D-701	Pipe for Storm Drains and Culverts
D-751	Manholes, Catch Basins, Inlets and Inspection Holes
D-752	Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures
T-901	Seeding
T-904	Sodding
T-905	Topsoil
L-108	Underground Power Cable for Airports
L-110	Airport Underground Electrical Duct Banks and Conduits
L-115	Electrical Manholes and Junction Structures
L-125	Installation of Airport Lighting Systems

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 dated 03/08/2022

Addendum No. 2 dated 03/29/2022

Addendum No. _____ dated _____

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

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

The following provisions are also included by reference:

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

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

in the amount of 5% of the total bid amount Dollars

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

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	L.S.	1	\$ 213,000.00	\$ 213,000.00
	Unit price in words: Two hundred thirteen thousand dollars and 00 /100				
SS-130-4.1	TRENCH AND EXCAVATION SAFETY SYSTEMS	L.S.	1	\$ 1,680.00	\$ 1,680.00
	Unit price in words: One thousand six hundred eighty dollars and 00 /100				
C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	L.S.	1	\$ 304,593.00	\$ 304,593.00
	Unit price in words: Three hundred four thousand, five hundred ninety three dollars and 00 /100				
C-102-5.1	TEMPORARY EROSION CONTROL	L.S.	1	\$ 74,749.00	\$ 74,749.00
	Unit price in words: Seventy four thousand, seven hundred forty nine dollars and 00 /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

C-105-6.1	MOBILIZATION (MAXIMUM 5% OF TOTAL BID EXCLUSIVE MOBILIZATION)	L.S.	1	\$ 323,446.40	\$ 323,446.40
	Unit price in words: Three hundred twenty three thousand, four hundred forty six		dollars and 40	/100	
P-101-5.1	CONCRETE PAVEMENT REMOVAL	S.Y.	26400	\$ 17.00	\$ 448,800.00
	Unit price in words: Seventeen		dollars and 00	/100	
P-101-5.2	PAVEMENT MARKING REMOVAL	S.F.	7387	\$ 10.00	\$ 73,870.00
	Unit price in words: Ten		dollars and 00	/100	
P-152-4.1	UNCLASSIFIED EXCAVATION	C.Y.	10695	\$ 19.00	\$ 203,205.00
	Unit price in words: Nineteen		dollars and 00	/100	
P-152-4.2	UNSUITABLE EXCAVATION	C.Y.	500	\$ 24.00	\$ 12,000.00
	Unit price in words: Twenty four		dollars and 00	/100	

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

P-155-8.1	LIME-TREATED SUBGRADE (12")	S.Y.	18480	\$ 6.50	\$ 120,120.00
	Unit price in words: Six	dollars and 50	/100		
P-155-8.2	LIME	TON	880	\$ 255.00	\$ 224,400.00
	Unit price in words: Two hundred fifty five	dollars and 00	/100		
P-208-5.1	6" AGGREGATE BASE COURSE	S.Y.	17550	\$ 19.00	\$ 333,450.00
	Unit price in words: Nineteen	dollars and 00	/100		
P-501-8.1	11.5" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	16610	\$ 159.00	\$ 2,640,900.00
	Unit price in words: One hundred fifty nine	dollars and 00	/100		
P-620-5.1a	PAVEMENT MARKINGS (WHITE) WITH REFLECTIVE MEDIA	S.F.	27676	\$ 2.00	\$ 55,352.00
	Unit price in words: Two	dollars and 00	/100		

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

P-620-5.1b	PAVEMENT MARKINGS (YELLOW) WITH REFLECTIVE MEDIA	S.F.	13552	\$ 5.00	\$ 67,760.00
	Unit price in words: Five	dollars and 00			/100
P-620-5.1c	PAVEMENT MARKINGS (RED) WITH REFLECTIVE MEDIA	S.F.	450	\$ 7.50	\$ 3,375.00
	Unit price in words: Seven	dollars and 50			/100
P-620-5.1d	PAVEMENT MARKINGS (BLACK) WITHOUT REFLECTIVE MEDIA	S.F.	60500	\$ 1.50	\$ 90,750.00
	Unit price in words: One	dollars and 50			/100
D-701-5.1	18" REINFORCED CONCRETE PIPE, CLASS III	L.F.	427	\$ 121.00	\$ 51,667.00
	Unit price in words: One hundred twenty one	dollars and 00			/100
D-701-5.2	24" REINFORCED CONCRETE PIPE, CLASS III	L.F.	684	\$ 146.00	\$ 99,864.00
	Unit price in words: One hundred forty six	dollars and 00			/100

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

D-751-5.1	5' X 5' AIRFIELD RATED GRATE INLET	EACH	7	\$ 6,560.00	\$ 45,920.00
	Unit price in words: Six thousand five hundred sixty dollars and 00 /100				
D-752-5.1	24" REINFORCED CONCRETE SAFETY END TREATMENT	EACH	1	\$ 792.00	\$ 792.00
	Unit price in words: Seven hundred ninety two dollars and 00 /100				
T-901-5.1	SEEDING	ACRE	4.3	\$ 769.00	\$ 3,306.70
	Unit price in words: Seven hundred sixty nine dollars and 00 /100				
T-904-5.1	SODDING	S.Y.	6000	\$ 5.00	\$ 30,000.00
	Unit price in words: Five dollars and 00 /100				
T-905-5.1	TOPSOIL (OBTAINED ON-SITE OR OFF-SITE 4" THICKNESS)	S.Y.	25430	\$ 1.50	\$ 38,145.00
	Unit price in words: One dollars and 50 /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	L.S.	1	\$ 6,274.00	\$ 6,274.00
	Unit price in words: Six thousand two hundred seventy four dollars and 00 /100				
SS-301-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EACH	124	\$ 210.00	\$ 26,040.00
	Unit price in words: Two hundred ten dollars and 00 /100				
SS-301-5.2	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EACH	24	\$ 314.00	\$ 7,536.00
	Unit price in words: Three hundred fourteen dollars and 00 /100				
SS-301-5.3	EXISTING ABANDONED SIGN BASE, DEMOLISHED	EACH	6	\$ 1,025.00	\$ 6,150.00
	Unit price in words: One thousand twenty five dollars and 00 /100				
SS-305-5.1	DIRECTIONAL BORING, 1-WAY 2" C POLYETHYLENE CONDUIT	L.F.	25	\$ 52.00	\$ 1,300.00
	Unit price in words: Fifty two dollars and 00 /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

SS-305-5.2	DIRECTIONAL BORING, 2-WAY 2" C POLYETHYLENE CONDUIT	L.F.	1400	\$ 68.00	\$ 95,200.00
	Unit price in words: Sixty eight dollars and 00 /100				
SS-310-5.1	TEMPORARY AIRFIELD LIGHTING (PHASE 1)	L.S.	1	\$ 4,183.00	\$ 4,183.00
	Unit price in words: Four thousand one hundred eighty three dollars and 00 /100				
SS-310-5.2	TEMPORARY AIRFIELD LIGHTING (PHASE 2A)	L.S.	1	\$ 14,638.00	\$ 14,638.00
	Unit price in words: Fourteen thousand six hundred thirty eight dollars and 00 /100				
SS-310-5.3	TEMPORARY AIRFIELD LIGHTING (PHASE 2B)	L.S.	1	\$ 2,614.00	\$ 2,614.00
	Unit price in words: Two thousand six hundred fourteen dollars and 00 /100				
L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	L.F.	15000	\$ 1.50	\$ 22,500.00
	Unit price in words: One dollars and 50 /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	L.F.	11000	\$ 1.50	\$ 16,500.00
	Unit price in words: One	dollars and 50			/100
L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	L.F.	8500	\$ 3.50	\$ 29,750.00
	Unit price in words: Three	dollars and 50			/100
L-110-5.1	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH	L.F.	11000	\$ 16.00	\$ 176,000.00
	Unit price in words: Sixteen	dollars and 00			/100
L-110-5.2	CONCRETE ENCASED ELECTRICAL DUCT BANK, 2-WAY 2-INCH	L.F.	600	\$ 73.00	\$ 43,800.00
	Unit price in words: Seventy three	dollars and 00			/100

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

L-115-5.1	2-CAN JUNCTION CAN PLAZA	EACH	22	\$ 4,140.00	\$ 91,080.00
	Unit price in words: Four thousand one hundred forty dollars and 00 /100				
L-125-5.1	L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	EACH	169	\$ 1,778.00	\$ 300,482.00
	Unit price in words: One thousand seven hundred seventy eight dollars and 00 /100				
L-125-5.2	L-858(L) BASE MOUNTED, SIZE 2, 1- MODULE GUIDANCE SIGN, INSTALLED	EACH	7	\$ 5,019.00	\$ 35,133.00
	Unit price in words: Five thousand nineteen dollars and 00 /100				
L-125-5.3	L-858(L) BASE MOUNTED, SIZE 2, 2- MODULE GUIDANCE SIGN, INSTALLED	EACH	5	\$ 6,274.00	\$ 31,370.00
	Unit price in words: Six thousand two hundred seventy four dollars and 00 /100				
L-125-5.4	L-858(L) BASE MOUNTED, SIZE 2, 3- MODULE GUIDANCE SIGN, INSTALLED	EACH	13	\$ 7,109.00	\$ 92,417.00
	Unit price in words: Seven thousand one hundred nine dollars and 00 /100				

JACK BROOKS REGIONAL AIRPORT
TAXIWAY A REHABILITATION
BID FORM

L-125-5.5	VEHICULAR STOP SIGN, INSTALLED	EACH	2	\$ 2,363.00	\$ 4,726.00
	Unit price in words: Two thousand three hundred sixty three dollars and 00 /100				

Total price in words: Six million, four hundred sixty eight thousand, nine hundred twenty eight dollars and 10 /100

TOTAL (BASE BID) \$ 6,468,928.10

VENDOR REFERENCES FORM

Bidder: 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.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Texas General Land Office

Address: 1700 N. Congress Ave., Austin, TX 78701-1795

Contact Person and Title: Joelynn Barclay, Program Manager

Phone: 512-463-3230 Fax: NA

Email Address: joelynn.barclay@glo.texas.gov Contract Period: 810 days

Scope of Work: Rollover Pass Closure

REFERENCE TWO

Government/Company Name: H2Bravo

Address: 1509 Highland Road, Suite 100, Baton Rouge, LA 70802

Contact Person and Title: Heather Brothers, Program Manager

Phone: 225-907-8856 Fax: NA

Email Address: heather@h2bravo.com Contract Period: Ongoing

Scope of Work: FEMA program repairing homes damaged during Hurricane Harvey.

REFERENCE THREE

Government/Company Name: Ardurra

Address: 3115 Allen Parkway, Suite 300, Houston, TX 77019

Contact Person and Title: Keith Ortale, Program Manager

Phone: 832-562-9269 Fax: NA

Email Address: kortale@ardurra.com Contract Period: _____

Scope of Work: Reconstruction and rehabilitation of homes in Harris County that sustained damage from Hurricane Harvey. Demolition, site prep, constructing, grading, and drainage.

SIGNATURE PAGE

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

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

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

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

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

Brizo Construction LLC

Bidder (Entity Name)

9100 Canniff St.

Street & Mailing Address

Houston, TX 77017

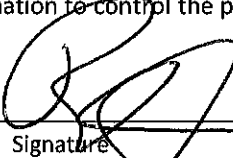
City, State & Zip

409-316-4764

Telephone Number

kevin.jenkins@brizoconstruction.com

E-mail Address



Signature

Ronnie Vaughan

Print Name

04/05/2022

Date Signed

NA

Fax Number

REQUIRED FORM

Bidder: Please complete this form and include with bid 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:

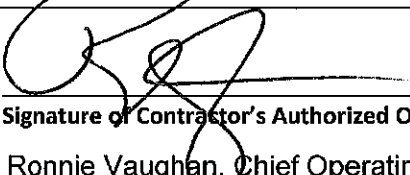
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

Name and Title of Contractor's Authorized Official (Please Print)
 4/5/2022

Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared Ronnie Vaughan, who
(name)

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

"I, Ronnie Vaughan am a duly authorized officer of/agent
(name)

for Brizo Construction, LLC and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said Brizo Construction LLC.
(name of firm)

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

Name and address of Bidder: Brizo Construction, LLC

9100 Canniff St., Houston, TX 77017

Fax: NA Telephone# 409-316-4764

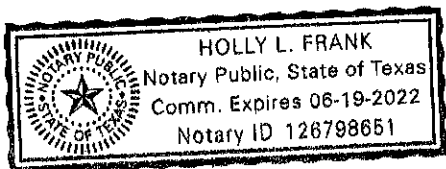
by: Ronnie Vaughan Title: Chief Operating Officer
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

Ronnie Vaughan on

this the 5th day of April, 20 22



[Signature]
Notary Public in and for
the State of Texas

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO IFB

IFB Number: IFB 22-011/JW

IFB Title: Taxiway A Rehabilitation at the Jack Brooks Regional Airport

IFB Due: **11:00 am CT, Wednesday, April 6, 2022**

Addendum No.: 1

Issued (Date): March 8, 2022

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

Reason for Issuance of this Addendum: Clarification of Bid Due Date and Time

Bids for this IFB are due by 11:00 am CT, Wednesday, April 6, 2022

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

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____



Authorized Signature (Bidder)

Ronnie Vaughan, Chief Operating Officer

Title of Person Signing Above

Brizo Construction, LLC

Typed Name of Business or Individual

9100 Canniff St., Houston, TX 77017

Address



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: IFB 22-011/JW
IFB Title: Taxiway A Rehabilitation at the Jack Brooks Regional Airport
IFB Due: 11:00 am CT, Wednesday, April 6, 2022
Addendum No.: 2
Issued (Date): March 29, 2022

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

Reason for Issuance of this Addendum:

- Included Pre-Bid Sign in Sheet
- Answering prospective bidder questions:

Q	Please clarify that you want the 1 original and all 3 copies to be returned with each in a complete spec book, thus making us return 4 complete spec books. That is how it is being said on SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS Page 12, 1. BID REQUIREMENT, 4th paragraph.
A	That is correct.
Q	Can you provide the engineer's estimate?
A	Engineer's estimate will not be provided.
Q	Can you confirm we are to submit bidder qualifications as described in Section 20-Proposal Requirements Conditions?
A	Per section 20 contractor is required to submit bidder's qualifications.
Q	Can you confirm this project has Buy American requirements?
A	That is correct, this project is subject to Buy American Requirements.
Q	Can we get a copy of the Pre-Bid Meeting sign-in sheet?

A	Sign in sheet will be posted here and on Jefferson County Procurement website. https://co.jefferson.tx.us/Purchasing/NoticesForBid/View/ADD/163
Q	The contract time already includes a large amount of assumed "normal" weather related events as described in Section C-06 of the Terms Conditions. Given the already tight timeframe, we request that the time of completion be revised to 300 calendar days since we essentially will not be provided any relief for weather delays.
A	We will review request however the statement is incorrect. Should average weather days in any given month exceed those listed in Section C-06 of the specifications, and work cannot take place, those days would be reviewed and added to the contract time if warranted.
Q	As discussed at the pre-bid meeting, will the contractor be allowed to access Phase 2 through the first Phase area? or is the back road that leads to Phase Two entrance is the only way?
A	Alternative staging areas and access routes have been provided. See drawing sheets GC-100 to GC-103.
Q	If the prime contractor makes a ligament intent to request DBE/HUB participation but due to uncontrol circumstances DBE/HUB vendors do not provide a proposal would the prime contractor not be at fault if the DBE goal is not met?
A	The prime contractor should make a good-faith effort to meet the DBE requirement of 10.73% and CLEARLY document the good-faith efforts taken to meet the requirements. We encourage the prime contractor to submit documentation showing the efforts to obtain DBE subcontractor(s). At a minimum documentation should include all emails/letters sent to proposed DBE subs and their responses and reasons why they are unable to perform work. Should the contractor not be able to meet the DBE requirements, the documentation provided will be reviewed for good-faith effort and possible reduction of the DBE requirement.
Q	Can you clarify the difference between the areas designated as concrete pavement and reinforced concrete pavement?
A	The pavement designated as reinforced contains #4 Bars @12" O.C. This is noted in details 3-7 on Sheet 31, Drawing Number CJ-301
Q	As discussed in the pre-bid meeting, the total days to complete the job are 210 calendar days. To add on to the previous question asked, rain days are built in the 210 total? Also, if we have 17 rain days in August and the AVG rain days for August are 16 we are only being credited 1 day? Let me know I have the correct understanding.
A	That is correct. Should average weather days in any given month exceed those listed in Section C-06 of the specifications, and work cannot take place, those days would be reviewed and added to the contract time if warranted.
Q	To confirm work hours, no night work is expected?
A	Correct, night work will not be required.
Q	Sheet 69 in the bid documents, Vendor Reference Sheet. Is the sheet only for selected material vendors or also for subcontractors?
A	This sheet is for the prime contractor /bidder to fill out.

Updated Specifications:

- Updated minority and female participation goals on page 25
- Updated Construction Contract Time on page 46
- Updated Construction Contract Time on page 49
- Removed footer annotation on page 52
- Updated Construction Contract Time on page 68
- Updated cement requirements on specification P-501 sheet 4

Updated Drawings:

- Added sheet GC-100 "CONSTRUCTION SAFETY AND PHASING PLAN – OVERALL" laying out primary and secondary construction staging areas.
- Updated Construction Safety and Phasing notes on sheets GC-001 and GC-002
- Updated Construction Contract Time on sheets GC-101, GC-102, and GC-103
- Removed the need for night work on sheet GC-101
- Updated Reinforcement Requirements on sheet CJ-301

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

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Bidder)

Title of Person Signing Above

Typed Name of Business or Individual

Address



JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-In Sheet

Pre-Bid Conference & Walk-Through

Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at the Jack Brooks Regional Airport

2:00 pm CT, Thursday, March 17, 2022 / Location: Jack Brooks Regional Airport (Administration Conference Room)

Please Print.

NAME	COMPANY/FIRM	ADDRESS	OFFICE/CELL # (S)	EMAIL
Tom Jackson	BRIZO Construction	9100 CANALIFE HOUSTON	801-554-3753	Tom.Jackson@BRIZO.com
Frederick Sanderman	St B Infrastructure	1550 Memorial Pkwy Houston TX 77079	713-845-4633	Frederick.Sanderman@STB.com
Cynthia Straughan	VRX Inc.	24624 1445N #200 NEWTON TX 75966	713-724-3341	Cynthia.Straughan@VRXglobal.com
Darren Smith	T AND L Industries	260 CR 3003 NEWTON TX 75966	936-5900722	DSMIL@TANDL.net
Matt Dewberry	Tolunay Way Engineering	2455 West Cardinal Drive Benning TX 77025	409-781-9706	gdewberry@twen.com
Wayne Holman	Spallkamp Concrete	5800 0th Faint Rd Port Arthur, TX 77642	409 960 5537	Wayne.Holman@Texsp.com
Aaron Hatcher	Airport	222 CR 888 Bona, TX 77612	409 454-1604	ahatcher@co.jefferson.tx.us
Jason Frank	CARRIER	12141 WICKESHESTER LN CUTWATER HOUSTON, TX	713-395-4282	jefffrank@carrier.com

PAGE 1 OF 3 Initial:



JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-In Sheet

Pre-Bid Conference & Walk-Through

Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at the Jack Brooks Regional Airport

2:00 pm CT, Thursday, March 17, 2022 / Location: Jack Brooks Regional Airport (Administration Conference Room)

Please Print.

NAME	COMPANY/FIRM	ADDRESS	OFFICE/CELL # (s)	EMAIL
Christie Cure	Knife River	4825 Remeda Beaumont	409.284.6118	christie.cure@kniferiver.com
Brooke Ramsey	Knife River	4825 Remeda Beaumont	409.239.8324 409.981.7671	brooke.ramsey@kniferiver.com
Terry McGree	Knife River	4825 Remeda Beaumont	409.832-6655 409.239.9133	terry.mcgree@kniferiver.com
Jamey West	Jefferson City Purchasing	1149 Pearl, 1st Fl Bmt, TX 77601	409-835-8143	jwest@co.jefferson.tx.us
Jose Lora	Gulf Coast	12417 Hwy 46 Bmt TX 77612	409-284-4748	jose.lora@gc-texas.com
Shawn Thurman	Sparkglass	13800 West Road Houston, TX 77041	281-970-5300	shawn.thurman@sparkglass.com

PAGE 2 OF 3 Initial:



JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-In Sheet

Pre-Bid Conference & Walk-Through

Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at the Jack Brooks Regional Airport

2:00 pm CT, Thursday, March 17, 2022 / Location: Jack Brooks Regional Airport (Administration Conference Room)

Please Print.

NAME	COMPANY/FIRM	ADDRESS	OFFICE/CELL # (S)	EMAIL
Thomas (Tommy) Kelley Bryan Clear For Mike Kelley	Allico	P.O. Box 3688 Bmt, 77704 16756 JH-10 Vidor TX 77670	409-860-4459 409-769-0089	pharrisoallica.com Sales@MKconstructors.com
Gus Harris	Harri's Const. Co	9505 Eickhardt Rd Bmt.	409-791-2170	G Harris 16688 A 77, Mt
Macie Hawkins	RT Technical	4484 Hodgson Rd Nederland, TX	409-728-9037	MHawkins@rttechnical.com
McClain McDougal	Lil General Contractors	11988 FM 365, Bmt TX 8555 Chemical Rd	409-796-1344	landline@att.net
Ron Lane	Bryson Contractors	Bmt, TX 77705	409-860-6768	Ron@Bryson.com
Alex Rupp	Airport	5000 Semware Bmt 77705	409-719-4900 479-301-0033	ARuppe Co. Jeffers. TX, TX
HEIDI LUTZBACH	GARVER		713 491 8333	HEIDI LUTZBACH @ GARVER TEXAS
DAVID GERARD	GARVER		409-719-4900	DAVID GERARD @ GARVER TEXAS
DUKE YOUNG	Airport			
Esther Salazar	RAMTEX	903 Jade Ave. Bmt Arthur	409-983-5555	Esther@ramtex.com
Megan Kitchens	Airport		409-719-4900	m.kitchens@co.jeffers.tx.us

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: **10.73%**
 - b. Goals for female participation in each trade: **N/A**

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.

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2021, by and between TBD, a Corporation organized and existing under the laws of the State of Texas hereinafter called the "Contractor", and JEFFERSON COUNTY, TEXAS, hereinafter called the "Owner".

W I T N E S S E T H:

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

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

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the Base Bid, **not to exceed a total contract value of: COST IN WORDS (\$XXX,XXX,XX)** subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" or GENERAL PROVISIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within Two Hundred and Forty (240) consecutive calendar days thereafter (except as modified in accordance with the GENERAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the PROPOSAL of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

1. General Conditions of Bidding and Terms Of Contract
2. Special Requirements/Bid Submission Instructions
3. Federal Mandated Contract Provisions
4. Title VI Solicitation Notice
5. Bidder Information Form
6. Statement Of Bidder's Qualifications
7. Conflict Of Interest Questionnaire
8. Local Government Officer
9. Good Faith Effort (GFE) Determination Checklist
10. Notice Of Intent (NOI) To Subcontract with Disadvantaged Business Enterprises (DBE)
11. Disadvantaged Business Enterprises (DBE) Subcontracting Participation Declaration Form
12. Residence Certification/Tax Form
13. House Bill 89 Verification
14. Senate Bill 252 Certification
15. Bid Surety
16. Contract
17. Notice Of Award
18. Notice To Proceed
19. Performance And Payment Bonds
20. Offer And Acceptance Form
21. Bid Form and Proposal
22. Vendor References Form
23. Signature Page
24. Certification Regarding Lobbying
25. Bid Affidavit
26. Addenda
27. Wage Rates

XXXXXXX, 2021

XXXXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXX

Re: Jack Brooks Regional Airport
 Taxiway A Rehabilitation; Jefferson County Contract 22-011/JW
 AIP No. X-XX-XXXX-XXX-XXXX
 Notice to Proceed

Dear Mr. _____:

Please consider this letter as your Notice to Proceed with construction on the above referenced project, effective XXXXXXX, 2021.

Under the terms of the Contract, contract time will start when construction begins or ten (10) days after the effective date of this Notice to Proceed, whichever comes first. Work must be completed within 240 calendar days of the start of contract time, and construction phase 2 must be completed within 60 calendar days. Before you start work at the site, Special Provisions Section C-01 requires that you must deliver to the Engineer and Owner Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract. As stipulated in the Contract Proposal, failure to complete the work within the contract time (including phase 2) shall result in the assessment of liquidated damages. The damages are therein set in the amount of \$1,500.00 per calendar day.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Jason Frank, P.E.
 Sr. Project Manager

CC: Alex Rupp, Jack Brooks Regional Airport (via email)

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Taxiway A Rehabilitation at the Jack Brooks Regional Airport

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

This contract shall henceforth be referred to as **Contract No. 22-011/JW, Taxiway A Rehabilitation at the Jack Brooks Regional Airport**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Interim Jefferson County Clerk

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

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

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

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

- **240 Calendar Days** thereafter.
 - Construction Phase 2 shall be completed within **60 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **one thousand five hundred dollars (\$1500.00)** for each calendar day to complete the work beyond the allotted time (including Phase 2) or as extended by an approved Change Order or Supplemental Agreement.

the CF and WF may be adjusted during production ± 3 WF and ± 5 CF. Adjustments to gradation may not take the point outside of the parallelogram.

e. Contractors combined aggregate gradation. The Contractor shall submit their combined aggregate gradation using the following format:

Contractor's Combined Aggregate Gradation

Sieve Size	Contractor's Concrete mix Gradation (Percent passing by weight)
2 inch (50 mm)	*
1-1/2 inch (37.5 mm)	*
1 inch (25.0 mm)	*
3/4 inch (19.0 mm)	*
1/2 inch (12.5 mm)	*
3/8 inch (9.5 mm)	*
No. 4 (4.75 mm)	*
No. 8 (2.36 mm)	*
No. 16 (1.18 mm)	*
No. 30 (600 μ m)	*
No. 50 (300 μ m)	*
No. 100 (150 μ m)	*

501-2.2 Cement. Cement shall conform to the requirements of:

- ASTM C150 Type II.
- ASTM C595 Type IP, IS, IL

501-2.3 Cementitious materials.


a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total alkali content less than 3% per ASTM C311. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the Resident Project Representative (RPR).

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

c. Raw or calcined natural pozzolan. Natural pozzolan shall be raw or calcined and conform to ASTM C618, Class N, including the optional requirements for uniformity and effectiveness in controlling Alkali-Silica reaction and shall have a loss on ignition not exceeding 6%. Class N pozzolan for use in mitigating Alkali-Silica Reactivity shall have a total available alkali content less than 3%.

501-2.4 Joint seal. The joint seal for the joints in the concrete pavement shall meet the requirements of Item P-605 and shall be of the type specified in the plans.

1. COORDINATION

- A. CONTRACTOR PROGRESS MEETINGS - THE OWNER, ENGINEER AND CONTRACTOR WILL HOLD PI DURING CONSTRUCTION. OPERATIONAL SAFETY WILL BE A STANDING AGENDA ITEM IN SUCH ME
- B. SCOPE OR SCHEDULE CHANGES - THE OWNER AND/OR ENGINEER WILL CALL SUCH COORDINAT THE PURPOSE OF ASSURING COORDINATION OF THE WORK COVERED BY THIS CONTRACT AND/I SHALL ATTEND ALL SUCH CONFERENCES.
- C. FAA ATO COORDINATION - THERE ARE NO DIRECT IMPACT TO  EQUIPMENT. CONTRACTOR ST WORKING IN THE VICINITY OF PAPIs AND REILs.
- D. THE CONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS F(EDITION)

2. PHASING

DURING PERFORMANCE OF THIS PROJECT, THE AIRPORT RUNWAYS, TAXIWAYS, AND AIRCRAFT PAR MAXIMUM EXTENT POSSIBLE. THE PROJECT SHALL BE PHASED TO REDUCE OPERATIONAL IMPACTS ,

- A. PHASE ELEMENTS - IF NECESSARY FOR A GIVEN PHASE, EACH PHASE OF THE CONSTRUCTION S AIRCRAFT OPERATIONS, ESTIMATED DURATION OF CLOSURES, TAXI ROUTES, ARFF ACCESS RO ACCESS AND HAUL ROUTES, NAVAID IMPACTS, LIGHTING AND MARKING CHANGES, AVAILABLE R AND LIGHTING, AND REQUIRED LEAD TIME FOR NOTAMS.

- B. CONSTRUCTION SAFETY DRAWINGS - SEE SHEET GC-101 THROUGH GC-103 FOR CONSTRUCTION

3. AREAS OF OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

- A. IDENTIFICATION OF AFFECTED AREAS - SEE "AIRFIELD AREAS OF OPERATION AFFECTED BY CON DRAWINGS FOR AIRFIELD AREAS OF OPERATIONS AFFECTED BY CONSTRUCTION.
- B. MITIGATION EFFORTS - SEE TABLE ON PAGE 2 OF THE CSPP AND CONSTRUCTION SAFETY DRAW

TEMPORARY MARKINGS, SIGNS, LIGHTS, OR OTHER VISUAL AIDS MUST BE SECURED IN PLACE TO
OTHER WIND CURRENTS.

B. MARKINGS - ALL TEMPORARY OR PERMANENT RUNWAY AND TAXIWAY VISUAL AIDS SHALL CONFORM TO THE REQUIREMENTS OF THE FEDERAL AVIATION ADMINISTRATION (FAA) TECHNICAL ADVISORY CIRCULAR (TAC) 150/5340-1 (www.faa.gov). MARKINGS FOR THIS PROJECT INCLUDE THE FOLLOWING:

- TEMPORARILY CLOSED RUNWAYS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING MARKERS ON TOP OF THE RUNWAY DESIGNATION MARKERS. SEE DETAILS ON CONSTRUCTION DETAIL.
 - PARTIALLY CLOSED RUNWAYS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND LIGHTING FOR THE PARTIALLY CLOSED RUNWAY. SEE DETAILS ON CONSTRUCTION SA
 - DISPLACED THRESHOLDS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, ILLUMINATING FOR THE DISPLACED THRESHOLD, INCLUDING RELOCATING EXISTING NAVIGATION DRAWINGS FOR TEMPORARY DISPLACED THRESHOLD DETAIL.
 - TEMPORARILY CLOSED TAXIWAYS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING MARKERS AT THE ENTRANCE TO THE CLOSED TAXIWAY FROM THE ADJACENT RUNWAY. THIS INCLUDES THE RUNWAY SAFETY AREA. THE CONTRACTOR SHALL ALSO FURNISH AND INSTALL DISPLACED TAXIWAY FROM AN ADJACENT TAXIWAY. BARRICADES SHALL BE INSTALLED OUTSIDE THE CONSTRUCTION SAFETY ZONE FOR CLOSED TAXIWAY MARKER AND LOW-PROFILE AIR
- C. LIGHTING AND VISUAL AIDS - ALL TEMPORARY LIGHTING FOR RUNWAY AND TAXIWAY SYSTEMS SHALL BE IN ACCORDANCE WITH FAA AC 150/5340-30 AND 150/5345-50 (www.faa.gov). THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ISOLATION TRANSFORMERS ASSOCIATED WITH ANY RUNWAY OR TAXIWAY LIGHT FIXTURES THAT ARE REQUIRED. IF APPLICABLE, ALL CONSTRUCTION, ALTERATION, OR REMOVAL OF FAA OWNED EQUIPMENT SHALL BE IN ACCORDANCE WITH THE FOLLOWING AGREEMENT. NO WORK SHALL BE COMPLETED WITHOUT THE APPROVED FAA REIMBURSABLE AGREEMENT.
- D. SIGNS - THE CONTRACTOR SHALL INSTALL ALL SIGNS IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SIGN MANUAL THAT IS NOT PERFORMING ITS NORMAL FUNCTION MUST BE COVERED OR REMOVED TO PREVENT OBSCURATION.

INSTALL CONSTRUCTION GATES IN THE EXISTING FENCE AND AS APPROPRIATE. THIS SHALL BE CONSIDERED A SUBSIDIARY TO C-105 MOBILIZATION AND CONSTRUCTION GATES TO REMAIN IN PLACE UNTIL COMPLETION OF THE PROJECT

PRIMARY PHASE
1 HAUL ROUTE

SECOND,
1 HAUL R

SEC
LAY

EP

HOLMES RD

BP

ES

AC

PRIMARY PHASES 1, 2A,
AND 2B LAYDOWN AREA

PRIMARY PHASES 2A
AND 2B HAUL ROUTE

ES

AC

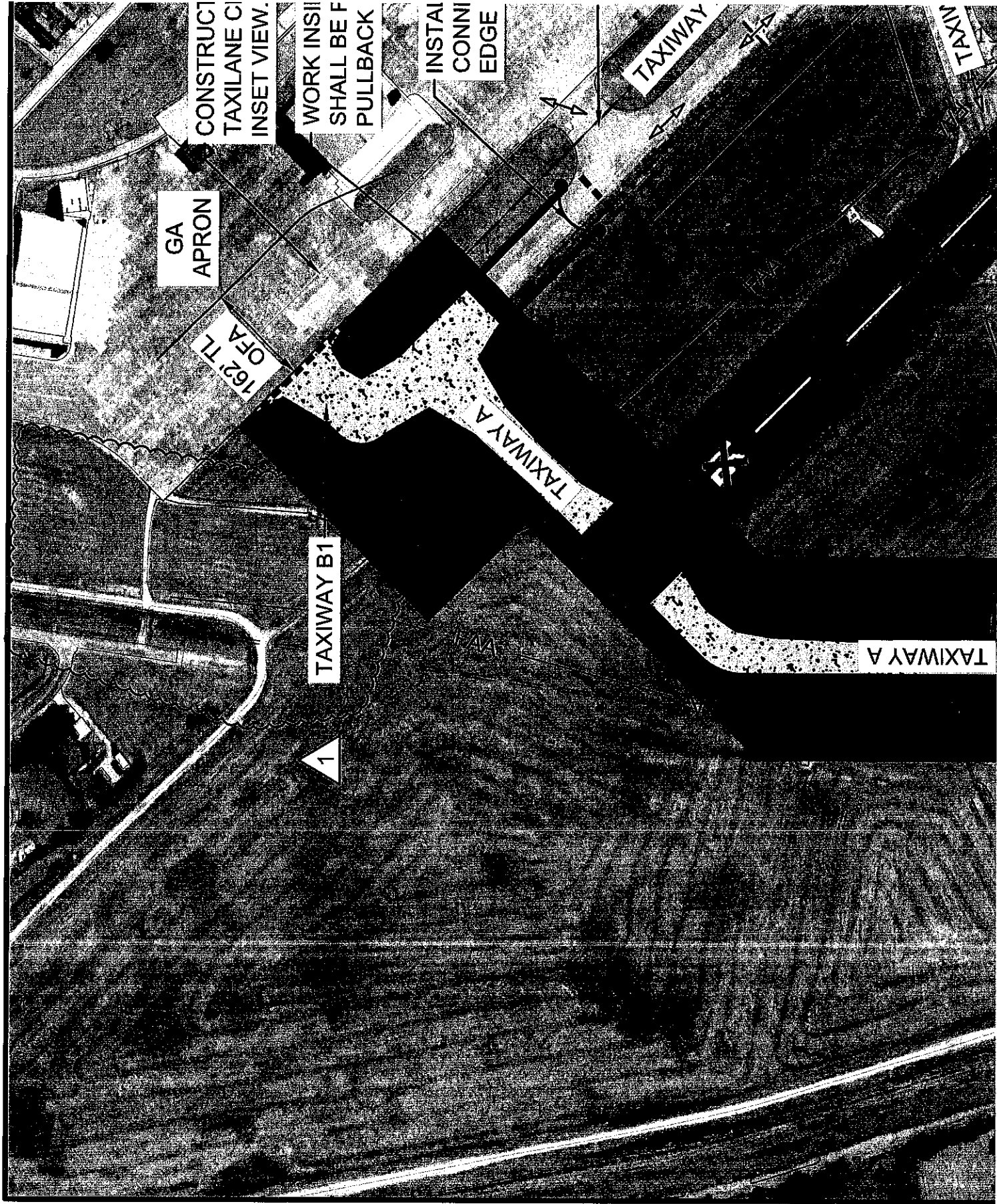
TW A

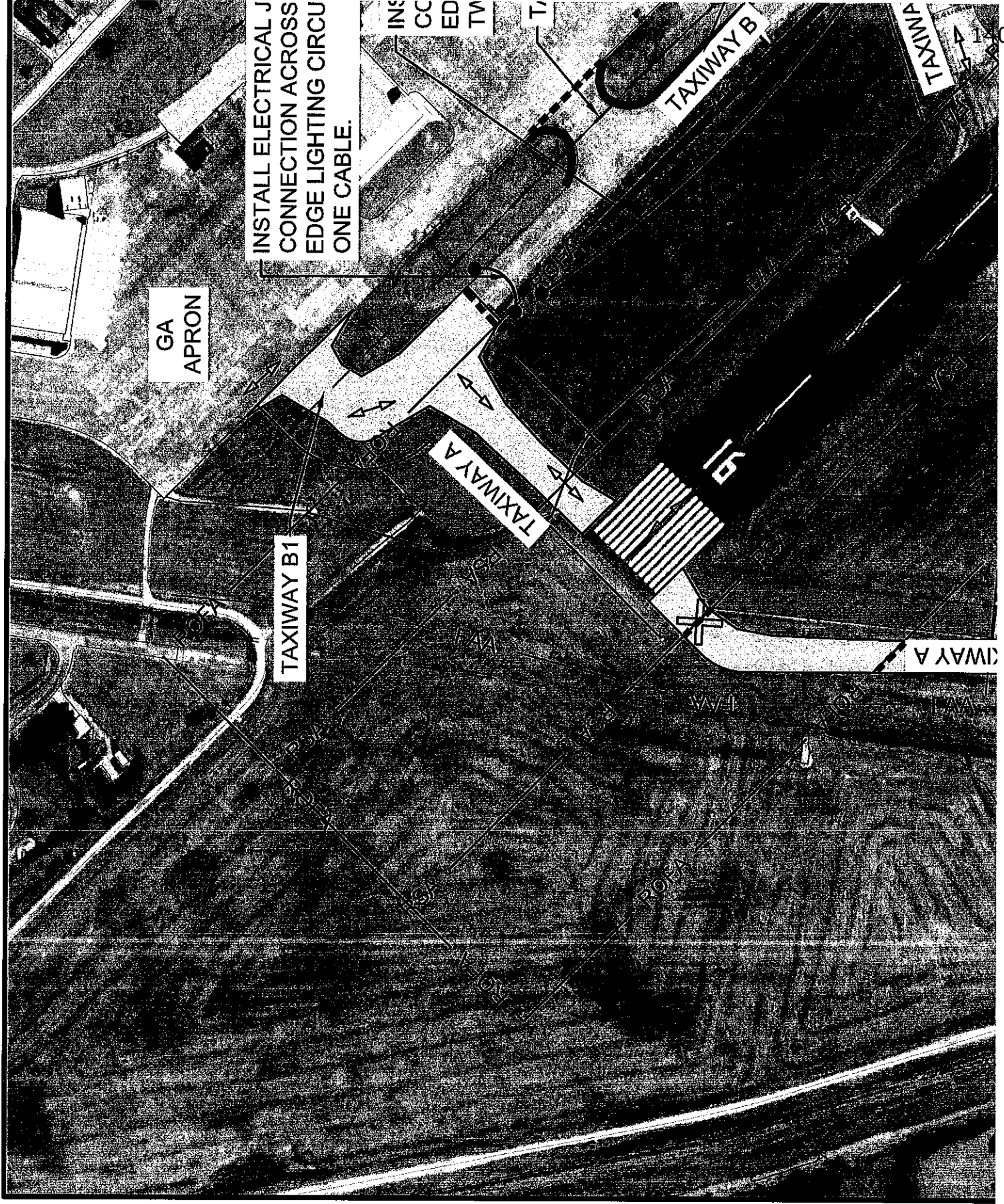
TW B

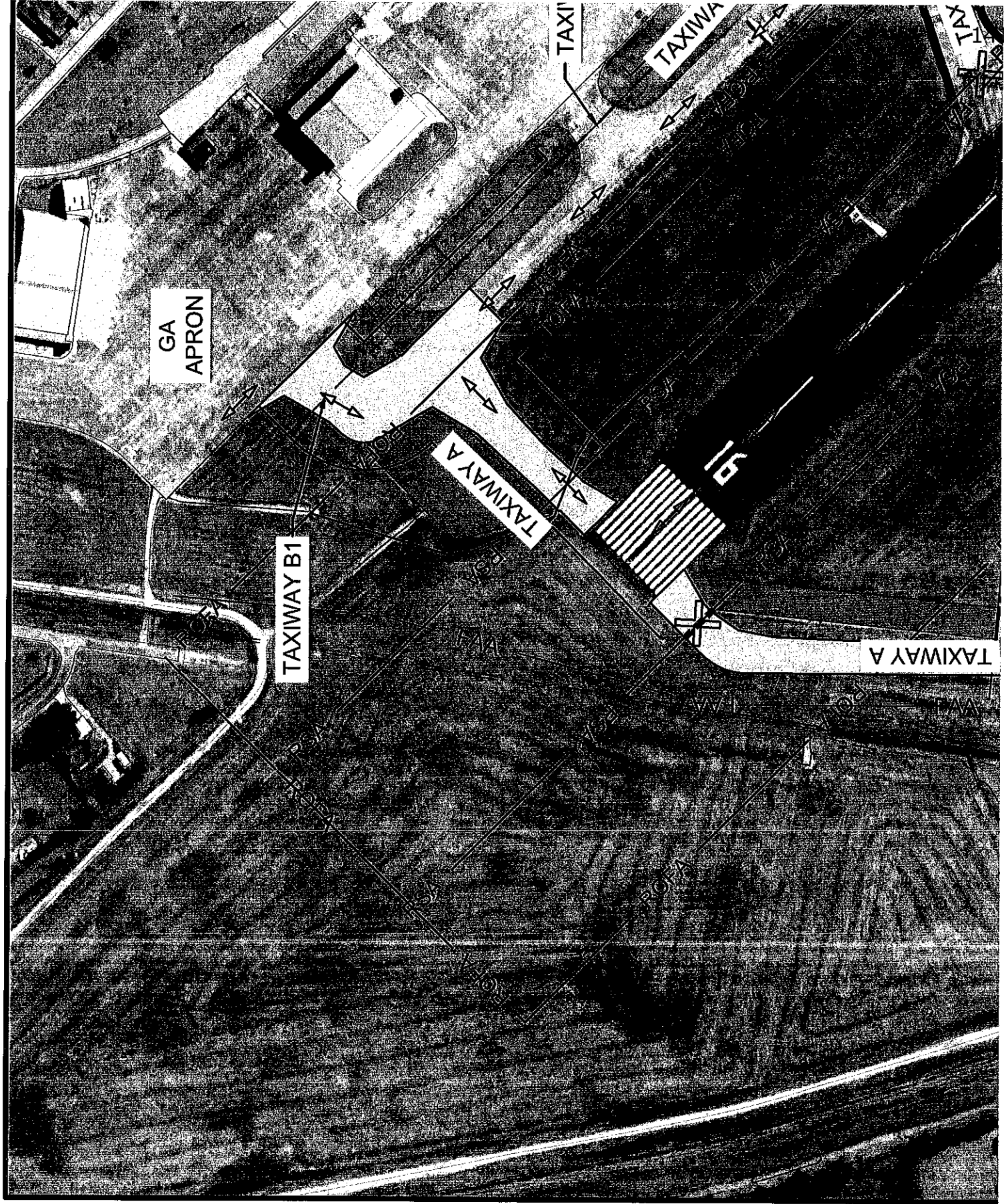
TW A

TW D

ES







STAGING AREA NOTES

BADGIN

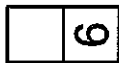
1. THE CONTRACTOR'S EMPLOYEES AND VISITORS VEHICLES SHALL PARK IN THE CONTRACTOR'S EMPLOYEE PARKING AREA. ONLY OWNER APPROVED PERSONNEL WILL BE ALLOWED TO ACCESS AND/OR PARK ON AIRPORT PROPERTY. 1. CONT OPER
2. ALL DELIVERIES, MATERIAL OR OTHERWISE, SHALL BE MADE TO THE DELIVERY ADDRESS OF THE CONTRACTOR'S STAGING AREA. THE NAME "JACK BROOKS REGIONAL AIRPORT" SHALL NOT BE USED IN THE DELIVERY ADDRESS. 2. CONT WHILE FOR E WHILE
3. THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREA IS SHOWN FOR REFERENCE ONLY. THE EXACT LIMITS OF THE CONTRACTOR'S PARKING AND STAGING AREA FOR MATERIAL STOCKPILING, OFFICE TRAILERS, AND DELIVERIES SHALL BE PROPOSED BY THE CONTRACTOR FOR THE APPROVAL OF THE ENGINEER. THE CONTRACTOR STAGING PLANS SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. 3. CONT GUAR
4. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMIT(S) TO DEVELOP AND USE THE SITE FOR STAGING AND OTHER ACTIVITIES AS REQUIRED. 4. CONT THE R THE A
5. THE STAGING AREA SHALL BE PREPARED TO A STABLE AND DRAINABLE CONDITION. THE CONTRACTOR MAY HAVE THE OPTION OF ERECTING ADDITIONAL CHAIN-LINK SECURITY FENCING TO DELINEATE AND PROTECT THE AREA. 5. AIRPC
6. THE CONTRACTOR MAY DO SOME GRADING AND DRAINAGE WORK TO ADAPT THE AREA TO SPECIFIC NEEDS. UPON COMPLETION OF THE WORK, THE AREA WILL BE GRADED AND DRESSED TO THE SATISFACTION OF THE ENGINEER AND OWNER UPON COMPLETION OF THE CONTRACT WORK.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONNECTIONS TO THE STAGING AREA. ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S STAGING AREA

MODIFY LENSES FOR THE CAUTION ZONE. SEE NOTE 6

BLACK OUT AIMING POINT MARKINGS

COVER DISTANCE REMAINING SIGN IN THIS DIRECTION

INSTALL SIGN AT BOTH ENDS OF THE RUNWAY (OPTIONAL)



INSTALL TEMPORARY RUNWAY DESIGNATION AND THRESHOLD BAR

INSTALL LOW PROFILE

CROSSING PROTECTOR NOTES:

1. CABLE SHALL REMAIN IN CONDUIT FOR ENTIRE JUMPER LENGTH.
2. CONTRACTOR SHALL SUBMIT SUPPORT PROTECTOR PRODUCT DATA SHEETS.
3. VEHICLE TRAFFIC SHALL ONLY CROSS OVER THE AREA WHERE CABLE AND CONDUIT ARE PROTECTED.
4. JUMPER CROSSING IS NOT INTENDED FOR AIRCRAFT USE.

WIDTH VARIES

3

NOTE TO ENGINEER:

INSTALL NEW BREAK-OUT RING(S). AT CABLE EXIT NOTCH OUT, INSTALL DUCT SEAL TO SEAL AROUND CABLE EXIT AND PREVENT FOREIGN OBJECTS AND DEBRIS FROM ENTERING LIGHT BASE. INSTALL APPROPRIATE # OF RINGS TO ENSURE CONDUIT CAN ENTER BASE CAN

INSTALL NEW ABOVE GROUND TEMPORARY JUMPER CABLES WITHIN NEW SCHEDULE 80 PVC CONDUIT, ANCHORED AT 5' INTERVALS, TO NEXT FIXTURE OR OTHER CONNECTION POINT.

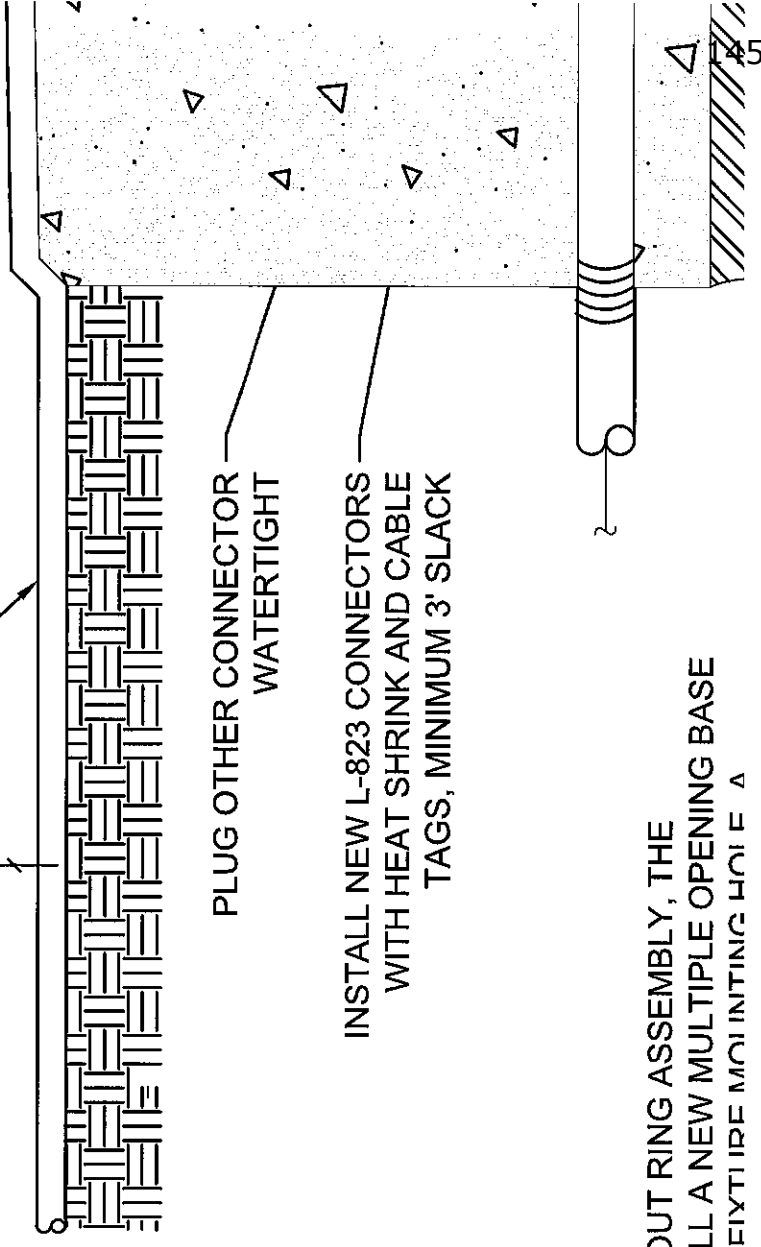
18" HIGH YELLOW MARKER FLAG
LOCATED EVERY 5' ALONG ENTIRE
LENGTH OF JUMPER

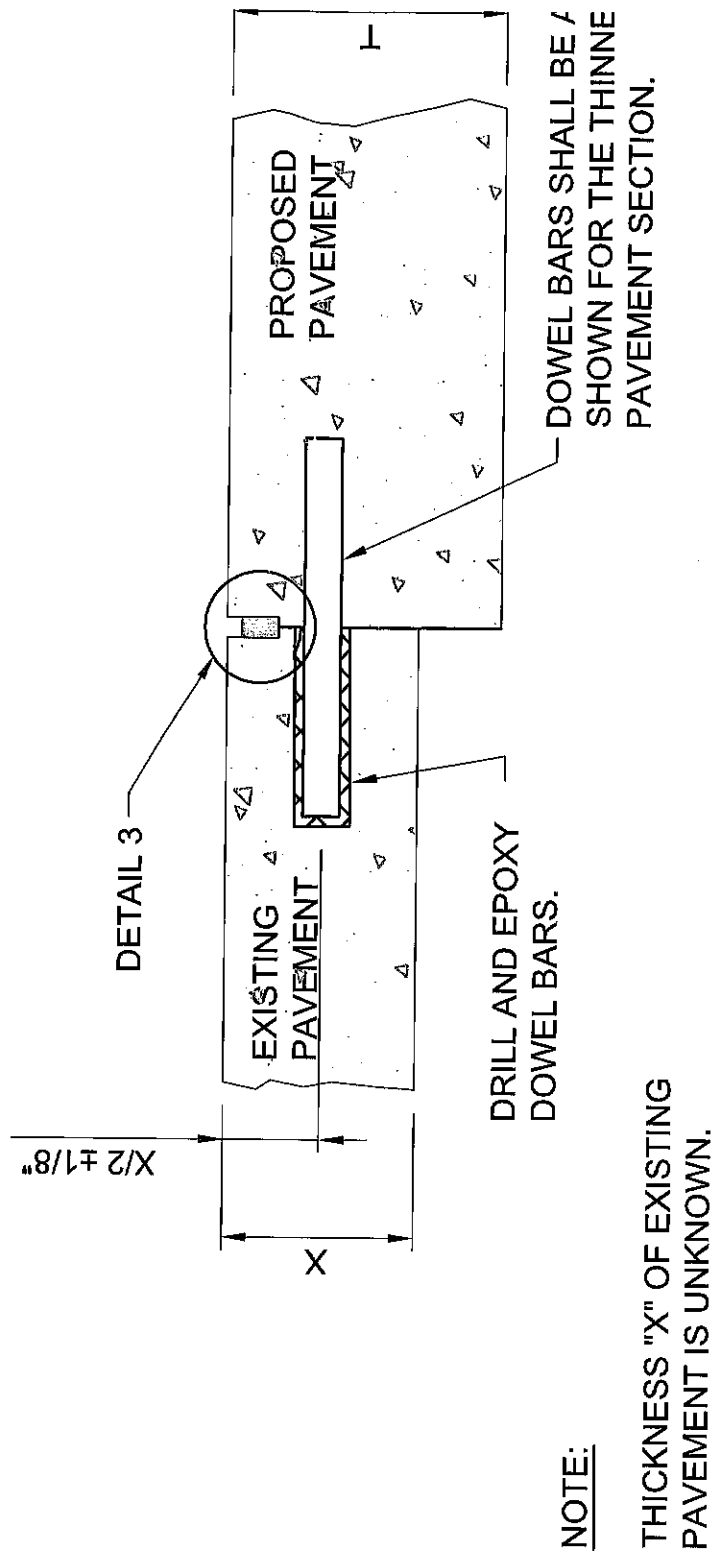
PLUG OTHER CONNECTOR
WATERTIGHT

INSTALL NEW L-823 CONNECTORS
WITH HEAT SHRINK AND CABLE
TAGS, MINIMUM 3' SLACK

NOTES:

1. IN PLACE OF THE BREAK OUT RING ASSEMBLY, THE CONTRACTOR MAY INSTALL A NEW MULTIPLE OPENING BASE PLATE THAT HAS A LIGHT FIXTURE MOUNTING HOLE



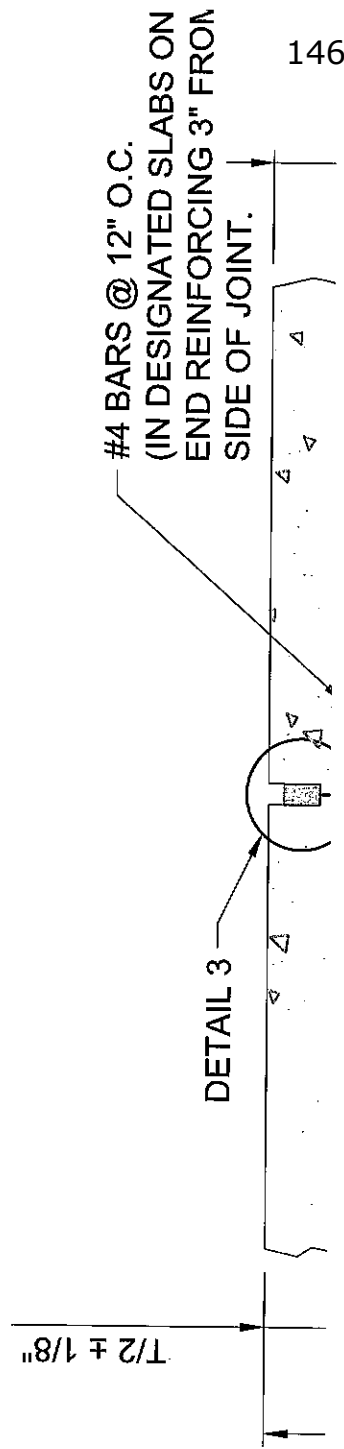


TYPE E - DOWELED CONSTRUCTION JOINT AT EXISTING/PROPOSED PAVEMENT

SCALE: NONE

1

CJ-301



- Updated minority and female participation goals on page 25
- Updated Construction Contract Time on page 46
- Updated Construction Contract Time on page 49
- Removed footer annotation on page 52
- Updated Construction Contract Time on page 68
- Updated cement requirements on specification P-501 sheet 4
- Added sheet GC-100 "CONSTRUCTION SAFETY AND PHASING PLAN – OVERALL" laying out primary and secondary construction staging areas.
- Updated Construction Safety and Phasing notes on sheets GC-001 and GC-002
- Updated Construction Contract Time on sheets GC-101, GC-102, and GC-103
- Removed the need for night work on sheet GC-101
- Updated Reinforcement Requirements on sheet CJ-301

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

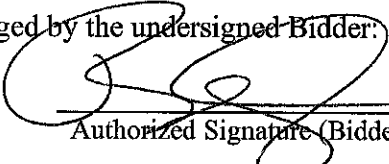
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by _____ Date: _____



Authorized Signature (Bidder)

Chief Operating Officer

Title of Person Signing Above

Brizo Construction LLC

Typed Name of Business or Individual

9100 Canniff St., Houston, TX 77017

Address

REC'D JEFFCTY PURCH 09:25 AM 06.04.2022 *JW*

Brizo Construction
9100 Canniff St.
Houston, TX 77017

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

SEALED BID

Bid Nam: Taxiway A Rehabilitation at the Jack
Brooks Regional Airport
Bid Number: IFB 22-011/JW
Due by Time/Date: 11:00AM CT, April 6, 2022



PREFERRED

FACILITIES GROUP - USA



ATTEST
DATE

Patricia Lest
5-3-22

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

April 4, 2022

Kenneth Shepherd
Jefferson County Sub Courthouse
525 Lakeshore Drive
Port Arthur, Texas 77640

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

Project: "Jefferson County Sub Courthouse Elevator Shaft"

Subject: "Proposal"

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite
Quantity - IDIQ

Multiple Award Construction
Contracts - MACC

Task Order Contracts
TOC

Construction Management –
Agent or At-Risk

Dear Mr. Shepherd,

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.

Proposal Recap:

- Drill existing concrete and dowel reinforcing steel.
- Mix and pour concrete at shaft.
- Cleanup and removal of debris.

Proposal Cost	\$	2,319.13
Bond (if applicable)	\$	
Total Price	\$	2,319.13

Design Build

We estimate approximately **one (1)** working day to complete upon material delivery. We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Government

Commercial

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

Education

Industrial

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Infrastructure

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate

Communications

Respectfully submitted,
Preferred Facilities Group - USA

Corporate/Retail

Assembly

Michael Waidley
Division Manager

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

cc: PFG/file
22-0055



LEASE AGREEMENT

THE STATE OF TEXAS	§	Ruben & Karissa Figueroa
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Ruben & Karissa Figueroa**, hereinafter referred to as "Lessee."

Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **10234 Baltimore, Beaumont TX, 77705, Hillebrandt Acres Lots 11-13, Block 4 Abstract 029250**

The Lease amount shall be **\$5.00 for five years** (\$1.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Ruben & Karissa Figueroa, 10212 Baltimore, Beaumont TX 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

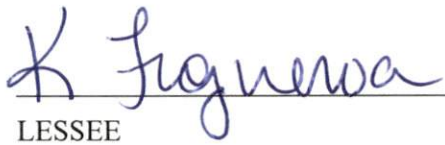
MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on May 3, 2022.



JEFF R. BRANICK, COUNTY JUDGE



LESSEE

Attest:


Carolyn Guidry, County Clerk




RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **10234 Baltimore, Beaumont TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **10234 BALTIMORE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **RUBEN & KARISSA FIGUEROA.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

Date

Printed Name

Address

Telephone Number

JEFFERSON COUNTY, TEXAS

**Independent Auditor's Report on Compliance With
Requirements Applicable to the Passenger Facility Charge
Program and on Internal Control Over Compliance**

**Schedule of Expenditures
of Passenger Facility Charges**

September 30, 2021

JEFFERSON COUNTY, TEXAS

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SEPTEMBER 30, 2021

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Schedule of Findings and Questioned Costs	6
Revenue and Disbursement Schedule of Passenger Facility Charges	7
Notes to Schedule of Expenditures of Passenger Facility Charges.....	8

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable County Judge
and Commissioners Court
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 18, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) as a basis for determining the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County, Texas' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 18, 2022



PATTILLO, BROWN & HILL, L.L.P.
 401 West State Highway 6
 Waco, Texas 76710
 254.772.4901 | pbhcpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH
 REQUIREMENTS APPLICABLE TO THE PASSENGER FACILITY
 CHARGE PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE**

Honorable County Judge and
 Commissioners' Court
 Jefferson County, Texas

Compliance

We have audited the compliance of Jefferson County, Texas with the compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (Guide), for its passenger facility charge program for the year ended September 30, 2021. Compliance with the requirements of laws and regulations applicable to its passenger facility charge program is the responsibility of Jefferson County, Texas' management. Our responsibility is to express an opinion on Jefferson County, Texas' compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Guide. Those standards and the Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the passenger facility charge program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on Jefferson County, Texas' compliance with those requirements.

In our opinion, Jefferson County, Texas, complied, in all material respects, with the requirements referred to above that are applicable to its passenger facility charge program for the year ended September 30, 2021.

Internal Control Over Compliance

The management of Jefferson County, Texas is responsible for establishing and maintaining effective internal control over compliance with requirements of laws and regulations applicable to the passenger facility charge program. In planning and performing our audit, we considered Jefferson County, Texas' internal control over compliance with requirements that could have direct and material effect on its passenger facility charge program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Guide.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws and regulations that would be material in relation to the passenger facility charge program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Schedule of Expenditures of Passenger Facility Charges

We have audited the financial statements of Jefferson County, Texas as of and for the year ended September 30, 2021, and have issued our report thereon dated March 18, 2022. Our audit was performed for the purpose of forming an opinion on the financial statements taken as a whole. The accompanying Schedule of Expenditures of Passenger Facility Charges is presented for purposes of additional analysis as specified by the Guide and is not a required part of the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

This report is intended solely for the information and use of the Commissioners' Court, management and the Federal Aviation Administration and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 18, 2022

JEFFERSON COUNTY, TEXAS
PASSENGER FACILITY CHARGES AUDIT SUMMARY
YEAR ENDED SEPTEMBER 30, 2021

1. Type of report issued on PFC financial statements	✓	Unqualified	Qualified
2. Type of report on PFC compliance	✓	Unqualified	Qualified
3. Quarterly Revenue and Disbursements reconcile with submitted quarterly reports.	✓	Yes	No
4. PFC Revenue and Interest is accurately reported on FAA Form 5100-127.	✓	Yes	No
5. The Public Agency maintains a separate financial accounting record for each application.	✓	Yes	No
6. Funds disbursed were for PFC eligible items as identified in the FAA Decision to pay only for the allowable costs of the projects.	✓	Yes	No
7. Monthly carrier receipts were reconciled with quarterly carrier reports.	✓	Yes	No
8. PFC revenues were maintained in a separate interest-bearing capital account or commingled only with other interest-bearing airport capital funds.	✓	Yes	No
9. Serving carriers were notified of PFC program actions/changes approved by the FAA.	✓	Yes	No
10. Quarterly Reports were transmitted (or available via website) to remitting carriers.	✓	Yes	No
11. The Public Agency is in compliance with Assurances 5, 6, 7 and 8.	✓	Yes	No
12. Project administration is carried out in accordance with Assurance 10.	✓	Yes	No
13. For those public agencies with excess revenue, a plan for the use of this revenue has been submitted to the FAA for review and concurrence.	✓	Yes N/A	No

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED SEPTEMBER 30, 2021

Findings and Questioned Costs

None

JEFFERSON COUNTY, TEXAS
REVENUE AND DISBURSEMENT SCHEDULE
OF PASSENGER FACILITY CHARGES

YEAR ENDED SEPTEMBER 30, 2021

	Fiscal Year 2020 Program Total	Quarter 1 October - December	Quarter 2 January - March	Quarter 3 April - June	Quarter 4 July - September	Fiscal Year 2021 Total	Fiscal Year 2021 Program Total
Revenue							
Passenger Facility Collections	\$ 1,563,302	\$ 17,781	\$ 19,444	\$ 24,416	\$ 22,473	\$ 84,114	\$ 1,647,416
Interest	<u>31,864</u>	<u>107</u>	<u>112</u>	<u>122</u>	<u>133</u>	<u>474</u>	<u>32,338</u>
	<u>1,595,166</u>	<u>17,888</u>	<u>19,556</u>	<u>24,538</u>	<u>22,606</u>	<u>84,588</u>	<u>1,679,754</u>
Application 07-06-C-00-CBPT							
I - Airfield Equipment	36,317	-	-	-	-	-	36,317
II - Apron "F" Rehabilitation	28,746	-	-	-	-	-	28,746
III - Airfield Pavement Joint Rehab	9,458	-	-	-	-	-	9,458
IV - Runway 12/30 Rehab	14,751	-	-	-	-	-	14,751
V - Airfield Drainage Improvements	9,228	-	-	-	-	-	9,228
VI - Airfield Electrical Upgrades	-	-	-	-	-	-	-
VII - Administrative Costs	25,675	-	-	-	-	-	25,675
VIII - Pavement Maintenance Plan	<u>5,717</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,717</u>
	<u>129,892</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>129,892</u>
Application 11-07-C-00-CBPT							
I - Planning - Road, WHA, Geom	16,537	-	-	-	-	-	16,537
II - Apron Rehab - Phase I	29,528	-	-	-	-	-	29,528
III - Airfield Sweeper	10,431	-	-	-	-	-	10,431
V - Airfield Pavement Marking	205,368	-	-	-	-	-	205,368
VI - AOA Security Improvement	44,713	-	-	-	-	-	44,713
VII - Apron Rehab - Phase II	129,484	-	-	-	-	-	129,484
VIII - Administrative Costs	<u>29,828</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,828</u>
	<u>465,889</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>465,889</u>
Application 18-08-C-00-BPT							
I - Runway 12-30 Design and Recon	376,752	-	-	-	-	-	376,752
II - 2015 PFC Application and Admin Cost	19,000	-	-	-	-	-	19,000
III - Taxiway D- Design and Recon	262,624	-	-	-	-	-	262,624
IV - Update Airport Master Plan	15,900	-	-	-	-	-	15,900
V - Runway Safety Area	16,391	-	-	-	-	-	16,391
VI - Runway 16-34 Rehab	31,267	-	-	-	-	-	31,267
VII - ARFF Equipment	<u>22,698</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,698</u>
	<u>744,632</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>744,632</u>
Total Disbursements	<u>1,340,413</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,340,413</u>
Excess (Deficiency)	\$ <u>254,753</u>	\$ <u>17,888</u>	\$ <u>19,556</u>	\$ <u>24,538</u>	\$ <u>22,606</u>	\$ <u>84,588</u>	\$ <u>339,341</u>

See accompanying note to Schedule of Expenditures of Passenger Facility Charges.

JEFFERSON COUNTY, TEXAS**NOTE TO SCHEDULE OF EXPENDITURES
OF PASSENGER FACILITY CHARGES**

YEAR ENDED SEPTEMBER 30, 2021

BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Passenger Facility Charges includes the Passenger Facility Charge (PFC) activity of the Southeast Texas Regional Airport of Jefferson County, Texas, (the County). The information in this schedule is presented in accordance with the requirements of 14 Code of Federal Regulations Part 158.67 and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The County reports expenditures on the Schedule of Expenditures of Passenger Facility Charges collected and expended as reimbursements (to the extent of PFC's actually collected) of costs incurred by the County during the current and prior fiscal years.



April 7, 2022

Judge Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

SUBJECT: Jefferson County Emergency Rental Assistance Program (ERAP) Round 1

Dear Judge Branick:

Thank you for the opportunity to have served Jefferson County residents with emergency rental assistance funds provided to the county via the Emergency Rental Assistance Program (ERAP) for Round 1. To date, the SETRPC has provided assistance to 945 households allowing renters to avoid eviction and/or having utilities disconnected while providing a high level of accountability for funds expended.

As has been previously discussed, administrative funds to operate the program will run out in April. The SETRPC is dedicated to spending all available funding for Round 1. We commit to cover any overage of cost for personnel for April but would like to respectfully request the following:

➤ Administrative cost for the months of May and June (\$60,000 per month)	\$120,000
➤ Renewal of Neighborly Software contract for 6 months (SETRPC to renew in order to continue to process applications) (\$1,200/user – 14 users for 6 months)	\$ 16,800
➤ Total	\$136,800

As of today, \$1,537,457 remains to be expended. We estimate that at our current spending rate of \$600,000 per month for direct services, should this rate remain constant, all funds should be fully expended by mid to late June. This will also allow us to perform closeout of the program at the end of June. Based on recent information provided by the U.S. Treasury, none of the remaining funds are expected to be recaptured.

Due to the need to shift our Community Services Division staff back to its core programs, we must respectfully decline to be involved in the expenditure of Round 2 ERAP funds for the county should we be asked to do such.

President – Terri Gauthier, Bridge City | 1st VP – Michael Sinegal, Jefferson County | 2nd VP – Wayne McDaniel, Hardin County
3rd VP – Johnny Trahan, Orange County | 4th VP – Mark Allen, Jasper County | 5th VP – John Durkay, Taylor Landing
Treasurer – Mary Adams, Kountze | Secretary – Amanda Gates, Kirbyville

Executive Director – Shanna Burke
2210 Eastex Freeway Beaumont, Texas 77703-4929
(409) 899-8444 | (409) 347-0138 fax
setrpc@setrpc.org | <http://www.setrpc.org>

Again, thank you for the opportunity to serve the citizens of Jefferson County in providing a program to positively affect lives. Should you have questions or need additional information, please don't hesitate to contact me at sburke@setpc.org or 409-924-7516.

Sincerely,

A handwritten signature in cursive script that reads "Shanna Burke".

Shanna Burke
Executive Director

cc: Patrick Swain, Jefferson County Auditor
Fred Jackson, Executive Assistant to Jefferson County Judge

PGM: GMCOMMV2	DATE 05-03-2022	PAGE: 1 168
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
CHAPMAN VENDING	248.46	494810
ROAD & BRIDGE PCT.#1		248.46**
SPIDLE & SPIDLE	7,263.59	494671
COASTAL WELDING SUPPLY	25.85	494679
RB EVERETT & COMPANY, INC.	4,941.45	494684
M&D SUPPLY	68.65	494693
MUNRO'S	30.60	494694
SMART'S TRUCK & TRAILER, INC.	80.74	494709
AT&T	68.02	494712
VERIZON WIRELESS	75.98	494725
SOUTHEAST TEXAS PARTS AND EQUIPMENT	40.03	494781
ROAD & BRIDGE PCT.#2		12,594.91**
TRIANGLE LOCKSMITH	434.00	494670
CHARTER COMMUNICATIONS	142.25	494824
ROAD & BRIDGE PCT. # 3		576.25**
SPIDLE & SPIDLE	3,107.23	494671
AUDILET TRACTOR SALES	184.20	494673
BEAUMONT TRACTOR COMPANY	754.57	494675
RB EVERETT & COMPANY, INC.	4,941.45	494684
FARM & HOME SUPPLY	9.66	494685
FAST SIGNS, INC.	309.00	494686
ENTERGY	190.00	494687
MUNRO'S	33.15	494694
S.E. TEXAS BUILDING SERVICE	65.00	494710
AT&T	76.94	494712
W. JEFFERSON COUNTY M.W.D.	27.67	494719
VERIZON WIRELESS	37.99	494725
ALL SERV INDUSTRIAL LLC	266.77	494762
ATTABOY TERMITE & PEST CONTROL	127.81	494764
ALLSERV OF TEXAS LLC	667.42	494771
CHARTER COMMUNICATIONS	142.23	494818
ROAD & BRIDGE PCT.#4		10,941.09**
SPIDLE & SPIDLE	6,630.65	494671
CITY OF BEAUMONT - WATER DEPT.	26.56	494678
ENTERGY	879.55	494687
CASH ADVANCE ACCOUNT	568.94	494691
MUNRO'S	101.13	494694
SANITARY SUPPLY, INC.	440.27	494706
UNITED STATES POSTAL SERVICE	3.52	494729
LD CONSTRUCTION	499.98	494763
ATTABOY TERMITE & PEST CONTROL	92.70	494764
ENGINEERING FUND		9,243.30**
DLT SOLUTIONS LLC	678.15	494672
UNITED STATES POSTAL SERVICE	3.56	494729
CHAPMAN VENDING	117.06	494810
PARKS & RECREATION		798.77**
ADAMS BACKHOE SERVICE	617.50	494668
ENTERGY	307.49	494687
GENERAL FUND		924.99**
TAX OFFICE		
PITNEY BOWES, INC.	851.16	494698
UNITED STATES POSTAL SERVICE	540.72	494729
TEXAS DEPARTMENT OF MOTOR VEHICLES	1,143.29	494787
DESIGN CHUTE LLC	170.00	494791
COUNTY HUMAN RESOURCES		2,705.17*

PGM: GMCOMMV2	DATE 05-03-2022	AMOUNT	CHECK NO.	PAGE: 2 TOTAL 169
NAME				
UNITED STATES POSTAL SERVICE	1.38	494729		1.38*
AUDITOR'S OFFICE				
UNITED STATES POSTAL SERVICE	4.56	494729		
THOMSON REUTER TAX & ACCNTG INC R&G	491.20	494756		495.76*
COUNTY CLERK				
KIRKSEY'S SPRINT PRINTING	21.80	494692		
UNITED STATES POSTAL SERVICE	280.08	494729		
FUNCTION4	695.72	494816		997.60*
COUNTY JUDGE				
KIRKSEY'S SPRINT PRINTING	49.90	494692		
SOUTHEAST TEXAS WATER	49.95	494711		
GERMER PLLC	500.00	494723		
FRANCES BLAIR BETHEA	500.00	494765		
LAW OFFICE OF J SCOTT FREDERICK	500.00	494785		1,599.85*
RISK MANAGEMENT				
OFFICE DEPOT	646.11	494696		
UNITED STATES POSTAL SERVICE	2.85	494729		648.96*
COUNTY TREASURER				
CASH ADVANCE ACCOUNT	684.66	494691		
UNITED STATES POSTAL SERVICE	156.74	494729		841.40*
PRINTING DEPARTMENT				
TRIANGLE BLUE PRINT CO., INC.	15.00	494716		
CIT TECHNOLOGY FINANCING SERVICE	499.00	494757		514.00*
PURCHASING DEPARTMENT				
UNITED STATES POSTAL SERVICE	.53	494729		.53*
GENERAL SERVICES				
CASH ADVANCE ACCOUNT	25.00	494691		
ADVANCED STAFFING	78.00	494722		
CROWN CASTLE INTERNATIONAL	1,688.17	494741		
PATTILLO BROWN & HILL LLP	6,800.00	494773		
CHARTER COMMUNICATIONS	227.40	494820		8,818.57*
DATA PROCESSING				
VERIZON WIRELESS	75.98	494725		75.98*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE	147.39	494729		
ACTION PRINTING AND COPY CENTER	935.94	494811		1,083.33*
ELECTIONS DEPARTMENT				
UNITED STATES POSTAL SERVICE	220.05	494729		220.05*
DISTRICT ATTORNEY				
UNITED STATES POSTAL SERVICE	226.93	494729		226.93*
DISTRICT CLERK				
UNITED STATES POSTAL SERVICE	474.82	494729		474.82*
CRIMINAL DISTRICT COURT				
THOMAS J. BURBANK PC	850.00	494677		
RENE MULHOLLAND	77.60	494717		

PGM: GMCOMMV2	DATE 05-03-2022	PAGE: 3	170
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.93	494729	
KIMBERLY R. BROUSSARD	180.00	494759	
LAW OFFICE OF CHARLES MCINTOSH	600.00	494805	1,708.53*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	392.00	494778	392.00*
60TH DISTRICT COURT			
OFFICE DEPOT	111.69	494696	
UNITED STATES POSTAL SERVICE	1.06	494729	
SIERRA SPRING WATER CO. - BT	29.43	494730	142.18*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	3.23	494729	
THOMSON REUTERS-WEST	48.54	494778	51.77*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.76	494729	1.76*
252ND DISTRICT COURT			
PROVOST & UMPHREY LAW FIRM, L.L.P.	6,186.55	494701	
UNITED STATES POSTAL SERVICE	9.42	494729	
JOEL WEBB VAZQUEZ	900.00	494745	7,095.97*
279TH DISTRICT COURT			
ANITA F. PROVO	1,072.50	494700	
JOEL WEBB VAZQUEZ	435.00	494745	1,507.50*
317TH DISTRICT COURT			
ANITA F. PROVO	1,000.00	494700	
WENDELL RADFORD	325.00	494702	
NATHAN REYNOLDS, JR.	600.00	494703	
GLEN M. CROCKER	475.00	494733	
JOEL WEBB VAZQUEZ	1,025.00	494745	
KIMBERLY PHELAN, P.C.	500.00	494749	
RONALD PLESSALA	325.00	494758	
MATUSKA LAW FIRM	350.00	494782	4,600.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	41.00	494729	41.00*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	19.89	494729	19.89*
JUSTICE COURT-PCT 2			
MARC DEROUEN	130.00	494768	
FUNCTION 4 LLC	295.71	494792	425.71*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	47.64	494729	
SIERRA SPRING WATER CO. - BT	63.91	494731	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	494784	
DIRECTV, LLC	42.75	494815	225.30*
JUSTICE COURT-PCT 7			
AT&T	34.00	494712	
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	494750	109.00*
JUSTICE OF PEACE PCT. 8			
THOMSON REUTERS-WEST	1,192.50	494778	1,192.50*
COUNTY COURT AT LAW NO.1			

PGM: GMCOMMV2	DATE 05-03-2022	PAGE: 4
NAME	AMOUNT	CHECK NO.
UNITED STATES POSTAL SERVICE	6.98	494729
COUNTY COURT AT LAW NO. 2		
MARVA PROVO	250.00	494699
NATHAN REYNOLDS, JR.	250.00	494703
UNITED STATES POSTAL SERVICE	10.21	494729
LAW OFFICE OF GILES R COLE & ASSOC	250.00	494809
COUNTY COURT AT LAW NO. 3		
THOMAS J. BURBANK PC	250.00	494677
UNITED STATES POSTAL SERVICE	11.06	494729
COURT MASTER		
UNITED STATES POSTAL SERVICE	1.06	494729
KENT W JOHNS	1,000.00	494770
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	3.37	494729
COMMUNITY SUPERVISION		
DELL MARKETING L.P.	2,452.44	494681
SHI GOVERNMENT SOLUTIONS, INC.	581.20	494732
SHERIFF'S DEPARTMENT		
UNITED STATES POSTAL SERVICE	1,115.30	494729
T-MOBILE USA INC.	102.00	494825
JAIL - NO. 2		
BOB BARKER CO., INC.	1,242.15	494674
ECOLAB	4,007.15	494683
OFFICE DEPOT	815.57	494696
TEXAS JAIL ASSOCIATION	810.00	494715
WARREN EQUIPMENT CO.	3,160.73	494718
LOWE'S HOME CENTERS, INC.	1,119.33	494736
NORTH SHORE SUPPLY COMPANY	180.00	494742
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	252.33	494761
CONSTELLATION NEWENERGY - GAS DIVIS	3,186.78	494777
THOMSON REUTERS-WEST	3,875.99	494778
GALLS LLC	702.02	494786
TRINITY SERVICES GROUP INC	80,659.85	494801
SPINDLETOP PLUMBING	1,596.54	494814
JUVENILE PROBATION DEPT.		
VERIZON WIRELESS	52.75	494725
UNITED STATES POSTAL SERVICE	2.37	494729
BECKER PRINT & MAIL	1,172.00	494795
JUVENILE DETENTION HOME		
SANITARY SUPPLY, INC.	2,008.80	494706
CLEAN HARBORS ENVIRONMENTAL SERVICE	86.46	494739
FLOWERS FOODS	105.77	494743
BEN E KEITH FOODS	3,700.59	494744
WASTEWATER TRANSPORT SERVICES LLC	1,019.62	494783
LA COSTA DENTAL OF PORT ARTHUR PA	140.00	494800
CONSTABLE PCT 1		
VERIZON WIRELESS	227.94	494725
UNITED STATES POSTAL SERVICE	51.34	494729
CONSTABLE-PCT 2		
CASH ADVANCE ACCOUNT	553.49	494691
VERIZON WIRELESS	113.97	494725

TOTAL 171

6.98*

760.21*

261.06*

1,001.06*

3.37*

3,033.64*

1,217.30*

101,608.44*

1,227.12*

7,061.24*

279.28*

PGM: GMCOMMV2	DATE 05-03-2022	PAGE: 5 172
NAME	AMOUNT	CHECK NO. TOTAL
LAKE COUNTRY CHEVROLET, INC.	72,002.00	494799 72,669.46*
CONSTABLE-PCT 4		
CASH ADVANCE ACCOUNT	586.00	494691
VERIZON WIRELESS	113.97	494725
TND WORKWEAR CO LLC	223.80	494793
		923.77*
CONSTABLE-PCT 6		
CASH ADVANCE ACCOUNT	1,138.98	494691
VERIZON WIRELESS	113.97	494725
UNITED STATES POSTAL SERVICE	2.77	494729
		1,255.72*
CONSTABLE PCT. 7		
CASH ADVANCE ACCOUNT	296.00	494691
OFFICE DEPOT	2.39	494696
AT&T	34.02	494712
VERIZON WIRELESS	113.97	494725
		446.38*
CONSTABLE PCT. 8		
VERIZON WIRELESS	113.97	494725
		113.97*
AGRICULTURE EXTENSION SVC		
OFFICE DEPOT	60.18	494696
UNITED STATES POSTAL SERVICE	18.30	494729
		78.48*
HEALTH AND WELFARE NO. 1		
BROUSSARD'S MORTUARY	1,500.00	494676
ENTERGY	140.00	494688
NACCHO NATL. ASSN. OF COUNTY & CITY	660.00	494720
CLAYBAR HAVEN OF REST	1,040.00	494726
UNITED STATES POSTAL SERVICE	110.64	494729
AMERICAN COLLEGE OF PHYSICIANS INC	315.00	494808
		3,765.64*
HEALTH AND WELFARE NO. 2		
ENTERGY	70.00	494689
AT&T	34.00	494712
NACCHO NATL. ASSN. OF COUNTY & CITY	660.00	494720
CENTERPOINT ENERGY RESOURCES	37.68	494796
EZEA D EDE MD	2,051.05	494806
AMERICAN COLLEGE OF PHYSICIANS INC	315.00	494808
		3,167.73*
NURSE PRACTITIONER		
CLEAN HARBORS ENVIRONMENTAL SERVICE	87.80	494739
		87.80*
CHILD WELFARE UNIT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	494734
J.C. PENNEY'S	1,387.77	494735
ROSS DRESS FOR LESS, INC.	1,162.98	494751
		2,585.70*
INDIGENT MEDICAL SERVICES		
VERIZON WIRELESS	40.18	494725
KING'S PHARMACY BEAUMONT	969.69	494775
CARDINAL HEALTH 110 INC	3,675.61	494779
TDS OPERATING INC	144.72	494798
		4,830.20*
MAINTENANCE-BEAUMONT		
CITY OF BEAUMONT - WATER DEPT.	10,743.19	494678
COBURN SUPPLY COMPANY INC	84.78	494680
ENTERGY	38,026.62	494687
M&D SUPPLY	507.91	494693
ACE IMAGEWEAR	235.96	494708
AT&T	4,838.94	494712

PGM: GMCOMMV2	DATE 05-03-2022	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
MARSH WATERPROOFING, INC.	9,800.00	494727
AT&T GLOBAL SERVICES	5,475.82	494738
OTIS ELEVATOR COMPANY	2,808.46	494740
UNITED RENTALS	251.48	494748
CINTAS CORPORATION	118.41	494790
CHARTER COMMUNICATIONS	174.69	494823
		73,066.26*
MAINTENANCE-PORT ARTHUR		
NOACK LOCKSMITH	3.00	494695
AT&T	1,449.53	494712
TRAILER HITCH DEPOT	18.00	494724
NORTHERN TOOL AND EQUIPMENT	187.96	494774
SUMMIT FIRE & SECURITY	354.91	494812
CHARTER COMMUNICATIONS	106.78	494819
CHARTER COMMUNICATIONS	460.18	494822
		2,580.36*
SERVICE CENTER		
ACTION AUTO GLASS	839.83	494669
SPIDLE & SPIDLE	13,856.99	494671
J.K. CHEVROLET CO.	24.05	494690
MUNRO'S	88.15	494694
PHILPOTT MOTORS, INC.	748.07	494697
RITTER @ HOME	56.97	494704
SETZER HARDWARE, INC.	19.39	494707
TATE & CO., INC.	712.00	494713
BUMPER TO BUMPER	478.14	494746
AMERICAN TIRE DISTRIBUTORS	1,483.64	494760
MIGHTY OF SOUTHEAST TEXAS	501.11	494772
ADVANCE AUTO PARTS	1,018.09	494776
SILSBEE FORD INC	247.92	494780
CINTAS CORPORATION	59.13	494790
		20,133.48*
VETERANS SERVICE		
OFFICE DEPOT	229.24	494696
UNITED STATES POSTAL SERVICE	25.49	494729
SONIA ABRAHAM	19.63	494804
		274.36*
		338,656.45**
MOSQUITO CONTROL FUND		
M&D SUPPLY	31.13	494693
MUNRO'S	71.94	494694
SETZER HARDWARE, INC.	53.03	494707
PARKER LUMBER	21.28	494766
TEXAS DEPARTMENT OF AGRICULTURE	75.00	494789
PRO PEST AND LAWN STORE	183.00	494794
		435.38**
J.C. FAMILY TREATMENT		
CASH ADVANCE ACCOUNT	1,754.51	494691
KELLY WEBSTER	47.94	494752
PATRICIA VELASCO	65.00	494788
		1,867.45**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	4,685.50	494778
		4,685.50**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	70.06	494725
		70.06**
GRANT A STATE AID		
OFFICE DEPOT	189.92	494696
SAFER SOCIETY PRESS	715.50	494705
THE CHANGE COMPANIES	761.64	494737
YOUTH ADVOCATE PROGRAMS INC	6,020.00	494755
		7,687.06**
COMMUNITY SUPERVISION FND		

PGM: GMCOMMV2	DATE 05-03-2022		PAGE: 7 174
NAME	AMOUNT	CHECK NO.	TOTAL
PEGGY HARRISON	1.30	494721	
VERIZON WIRELESS	32.08	494725	
UNITED STATES POSTAL SERVICE	67.08	494729	
CLEAN HARBORS ENVIRONMENTAL SERVICE	264.41	494739	
REDWOOD TOXICOLOGY LABORATORY	683.00	494753	
JCCSC	365.00	494769	
CHARTER COMMUNICATIONS	166.72	494821	1,579.59**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	21.75	494693	21.75**
COUNTY CLERK - RECORD MGT			
MANATRON	11,774.49	494754	11,774.49**
COUNTY RECORDS MANAGEMENT			
EAST TEXAS HISTORICAL ASSOCIATION	50.00	494682	
TEXAS GULF HISTORICAL SOCIETY	25.00	494714	
UNITED STATES POSTAL SERVICE	.53	494729	75.53**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	494725	
TYLER TECHNOLOGIES INC	52,602.81	494802	52,830.75**
HOTEL OCCUPANCY TAX FUND			
CHARTER COMMUNICATIONS	130.63	494817	130.63**
CAPITAL PROJECTS FUND			
FREESE AND NICHOLS, INC	39,843.50	494813	39,843.50**
AIRPORT FUND			
VERIZON WIRELESS	37.99	494725	
UNITED STATES POSTAL SERVICE	.46	494729	38.45**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	119,281.04	494797	
UNITED HEALTHCARE SERVICES INC	113,820.12	494803	233,101.16**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	1,946.26	494747	1,946.26**
D. A. HOT CHECK FUND			
DELL MARKETING L.P.	3,158.88	494681	3,158.88**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,452.00	494658	
JEFFERSON CTY. TREASURER	12,758.31	494659	
INTERNAL REVENUE SERVICE	208.00	494660	
JEFFERSON CTY. TREASURER - HEALTH	534,297.47	494661	
JEFFERSON CTY. TREASURER - GENERAL	10.00	494662	
JEFFERSON CTY. TREASURER - PAYROLL	1,968,152.42	494663	
JEFFERSON CTY. TREASURER - PAYROLL	649,850.40	494664	
JEFFERSON CTY. TREASURER - TCDRS	738,674.32	494665	
SBA - U S DEPARTMENT OF TREASURY	258.06	494666	
CONSERVE	185.24	494667	3,918,846.22**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	14,511.25	494807	14,511.25**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	24,100.00	494807	24,100.00**
J C ASSISTANCE DISTRICT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	9.05	494687	9.05**
GLO DISASTER RECOVERY			
TOLUNAY-WONG ENGINEERS INC	3,170.00	494767	3,170.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.94	494725	227.94**
			4,694,095.12***

**AGENDA ITEM****May 3, 2022**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County and the Nederland Independent School District for use of pasture land located at the Jack Brooks Regional Airport for an educational and public purpose pursuant to Chapter 791, Texas Local Government Code.

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 Nederland Independent School District, bodies politic of the State of Texas, for the mutual benefit of the citizens and students they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through the Jack Brooks Regional Airport has property available, and;

WHEREAS, the Nederland Independent School District, has various student programs, and sponsors dynamic youth organizations that change lives and prepare members for premier leadership, personal growth and career success and;

WHEREAS, the Nederland Independent School District desires to augment their existing student programs by incorporating available pasture located on Airport property, and;

Now, therefore, know all men by these presents:

Nederland Independent School District and Jefferson County hereby agree as follows:

1. Jefferson County shall provide the full use of certain property, marked at Exhibit A to this agreement, owned by Jefferson County at the Jack Brooks Regional Airport for the expressed purpose for the Nederland Independent School District for direct educational purposes.
2. The Nederland Independent School District shall maintain and keep the property, perimeter fencing, and gates in a manner suitable for intended uses.
3. The Nederland Independent School District shall be able to construct, erect, and maintain facilities upon prior written approval from the Jack Brooks Regional Airport, with said approval not being unreasonably withheld.
4. The certain property in this agreement is in "as-is" condition and any and all utilities required or necessitated for the NISD's use will be the sole responsibility of the Nederland Independent School District and Jefferson County warrants nothing otherwise.
5. This agreement will continue until the Airport, for safety, security, or capacity, and or economic development, requires the full use of the property. Upon such time, both parties will agree to dissolve this agreement.
6. This agreement is construed according to the laws of the State of Texas.
7. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
8. 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 ____ day of _____, 2022.



Jeff R. Branick

Jefferson County Judge

Superintendent

Dr. Stuart Skieschnick

EXHIBIT A



The above picture is the approximate outline and area of the property. One entrance gate is located off of S Kilarney, SW corner of property.



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 3rd day of May, 2022, on motion made by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

NATIONAL TRAVEL AND TOURISM WEEK

Whereas travel is the essential economic driver for businesses and communities across our country, providing millions of jobs and spurring growth and demand. Travel is an indispensable source of job creation and the faster we can restore travel to and throughout our country, the faster we can create and rebuild American jobs; and

Whereas travel has a positive effect on Texas and the nation’s economic prosperity and image abroad, it also impacts business productivity and to individual travelers’ well-being; and

Whereas travel to and within the United States provides significant economic benefits for the nation, generating more than \$1.5 trillion in economic output in 2020, with nearly \$642.2 billion spent directly by travelers; and

Whereas travel is among the largest private-sector employers in the United States, supporting 11.1 million jobs in 2020, including 6 million directly in the travel industry; and

Whereas travelers’ spending directly generated tax revenues of \$112 billion for federal, state and local governments, funds used to support essential services and programs; and

Whereas travel in Jefferson County, Texas provides economic benefits for the county, employing 5100 jobs and generating \$16.7 million in local tax revenue and \$533.4 million in total direct travel spending; and

Whereas welcoming visitors from near and far always has been, and always will be, the enduring ethos of the travel industry and Jefferson County, Texas.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim May 1-7, 2022 as National Travel and Tourism Week in Jefferson County, Texas and we urge the citizens of Jefferson County to join me in this special observance.

Signed this 3rd day of May, 2022.



JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

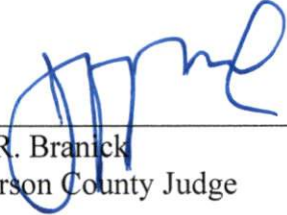
COMMISSIONER DARRELL W BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****May 3, 2022**

Consider, possibly approve and authorize the County to execute an Inter-local Agreement between Jefferson County and the Nederland Independent School District to perform repairs to parking areas pursuant to Section 791, Texas Government Code.

Executed on the _____ day of _____, 2022.



Jeff R. Branick
Jefferson County Judge

Stuart Skieschnick
Superintendent, Nederland ISD

INTERLOCAL AGREEMENT

To: Fred Jackson

From: Mike Trahan

Date: April 21, 2022

Fred,

Nederland Independent School District has asked Jefferson County Precinct-2 Road and Bridge to Overlay with Hot Mix a parking lot by their football field. In return, Commissioner Bush has asked the school district to furnish Jefferson County Road and Bridge Precinct -2 with materials needed in exchange for the labor and equipment including 2,000 gallons of CRS-2 road oil, for pct-2 roads, and cost of fuel to haul hot mix and overlay N. I.S.D Parking Lot. Not to exceed \$6,000.00.

Is it possible to get an Interlocal Agreement between Nederland Independent School District and Jefferson Count Road and Bridge Pct-2?

If you see a problem with this please let me know. Thank you for your help with this.

Mike Trahan

Jefferson County

Road and Bridge Precinct 2





Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 3 day of May, 2022, on motion made by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, David B. Smith, has devoted 14 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, David B. Smith, has dedicated his talents and services as a Senior Equipment Operator for Jefferson County Precinct 2 Road and Bridge ; and

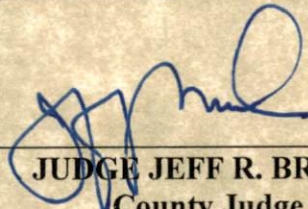
WHEREAS, David B. Smith, has pledged his services as a Senior Equipment Operator, working for Jefferson County Road and Bridge Precinct 2, which includes following policies, procedures, rules and regulations for maintaining roads and ditches, which include Concert work, Asphalt work, Driving dump trucks, Operating Rollers, Back Hoe, and other county equipment in Jefferson County Road and Bridge Precinct 2; and

WHEREAS, through hard work and commitment to excellence, **David B. Smith**, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Road and Bridge Precinct 2 Office, **David B. Smith**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.


NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **David B. Smith**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 3 day of May, 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****April 12, 2022**

Consider, possibly approve and authorize the County Judge to execute a tax abatement agreement for the Raman Project facility in/near Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

STATE OF TEXAS § IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 3rd day of May, 2022 on motion made by Vernon Pierce, Commissioner of Precinct No 1, and seconded by Darrell Bush, Commissioner of Precinct No 2, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Raman Project facility in/near Beaumont, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

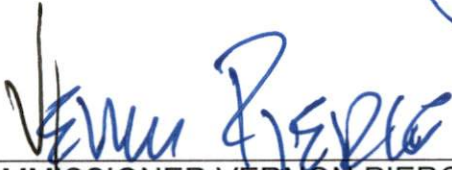
- | | |
|------------|--|
| Section 1. | That the Commissioners Court hereby designates the property, 8340 Industrial Parkway, Beaumont, TX (mailing purposes only), Jefferson County, Texas 77705, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as the Raman Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point.) |
| Section 2 | That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".) |
| Section 3. | That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas |
| Section 4 | That the Commissioners Court held a public hearing to consider this Order on the _____ day of April, 2022. |

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 3rd day of May, 2022.



JEFF R. BRANICK
County Judge




COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

EXHIBIT "A"

Legal Description: 29.125 Acre Tract or Parcel of Land
 All of Lot 15
 Interstate 10 Industrial Park
 Clerk's File No. 2022006502, Official Public Records of Real Property
 H.T. & B.R.R. Survey, Section No. 15, Abstract No. 145
 Jefferson County, Texas

BEING a 29.125 acre tract or parcel of land situated in the H.T. & B.R.R. Survey, Section No. 15, Abstract No. 145, Jefferson County, Texas and being all of Lot 15 of Interstate 10 Industrial Park, a subdivision of Jefferson County, Texas, according to the plat thereof recorded in Clerk's File No. 2022006502, Official Public Records of Real Property, Jefferson County, Texas, said 29.125 acre tract being more particularly described as follows:

NOTE: All bearings are referenced to the above referenced final plat of Interstate 10 Industrial Park. All coordinates are referenced to the Texas State Plane Coordinate System South Central Zone NAD83(2011). All set 5/8" iron rods set with caps stamped "M.W. Whiteley & Associates".

BEGINNING at a 5/8" iron set for the most Southerly corner of the said Lot 15, said corner also being in the Northwesterly right-of-way line of the BNSF Railroad right-of-way, said corner having coordinates of N:13,940,930.19, E:3,490,373.53;

THENCE NORTH 50°57'15" WEST, along and with the Southwesterly line of the said Lot 15 and the Northeasterly line of a 3.21 acre ingress and egress easement and drainage and utility easement as recorded on the above referenced final plat of Interstate 10 Industrial Park, for a distance of 119.01 feet to a 5/8" iron set for corner, said corner having coordinates of N:13,941,005.16, E:3,490,281.10;

THENCE NORTH 53°50'10" WEST, continuing along and with the Southwesterly line of the said Lot 15 and the Northeasterly line of a 3.21 acre ingress and egress easement and drainage and utility easement as recorded on the above referenced final plat of Interstate 10 Industrial Park, for a distance of 100.12 feet to a 5/8" iron set for corner, said corner having coordinates of N:13,941,064.24, E:3,490,200.28;

THENCE NORTH 50°58'25" WEST, continuing along and with the Southwesterly line of the said Lot 15 and the Northeasterly line of a 3.21 acre ingress and egress easement and drainage and utility easement as recorded on the above referenced final plat of Interstate 10 Industrial Park, for a distance of 773.42 feet to a 5/8" iron set for corner, and said corner being the most Westerly corner of the said Lot 15, said corner having coordinates of N:13,941,551.21, E:3,489,599.48;

THENCE NORTH 39°01'35" EAST, along and with the Northwesterly line of the said Lot 15 and the Southeasterly line of a 5.41 acre drainage easement (future right-of-way of Bo Alfred Place) as recorded on the above referenced final plat of Interstate 10 Industrial Park, for a distance of 1183.97 feet to a 5/8" iron set for corner, said corner being an exterior ell corner of that certain called 12.620 acre Detention Pond tract as recorded on the above referenced final plat of Interstate 10 Industrial Park, said corner having coordinates of N:13,942,470.92, E:3,490,344.94;

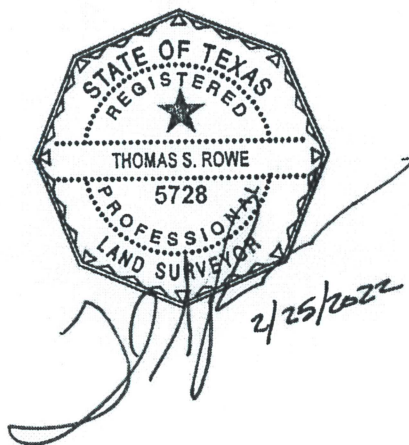
THENCE SOUTH 50°58'25" EAST, along and with the boundary between Lot 15 and the said Detention Pond tract, for a distance of 50.00 feet to a 5/8" iron set for corner, said corner being an interior ell corner of the said Lot 15, said corner having coordinates of N:13,942,439.44, E:3,490,383.78;

THENCE NORTH 39°01'35" EAST, continuing along and with the boundary between Lot 15 and the said Detention Pond tract, for a distance of 100.00 feet to a 5/8" iron set for corner, said corner being an exterior ell corner of the said Lot 15, said corner having coordinates of N:13,942,517.12, E:3,490,446.75;

THENCE SOUTH 50°58'27" EAST, continuing along and with the boundary between Lot 15 and the said Detention Pond tract, for a distance of 942.87 feet to a 5/8" iron set for corner, said corner being the most Easterly corner of the said Lot 15 and being in the Northwesterly right-of-way line of the BNSF Railroad right-of-way, said corner having coordinates of N:13,941,923.46, E:3,491,179.18;

THENCE SOUTH 39°02'45" WEST, along and with the Southeasterly line of the said Lot 15 and the Northwesterly right-of-way line of the BNSF Railroad right-of-way, for a distance of 1279.02 feet to the **POINT OF BEGINNING** and containing 29.125 Acres, more or less.

This legal description is based on the recorded final plat of Interstate 10 Industrial Park for taxing purposes only.





STATE OF TEXAS

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COUNTY OF JEFFERSON

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ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE RAMAN REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as this "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Aditya Birla Chemicals (USA), LLC (hereinafter sometimes referred to as Aditya or "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Raman Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated _____, 2022 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Chemical Manufacturing Facility and related improvements and infrastructure (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the PROJECT, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE RAMAN REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base year”, for the parties to this Agreement, is defined as the calendar year in which this Agreement is executed (signed) by all parties hereto.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property of the Owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral

components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Texas Tax Code but does not include personal tangible property.

“Full-time job”, as used herein, shall mean a permanent full-time position that requires at least 1,600 hours of work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Payment in Lieu of Taxes” means 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 and such exemption results in the reduction of property tax revenue to the COUNTY, Owner agrees to decline that tax exemption during the period of this abatement. If Owner is unable to decline that tax exemption, Owner 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.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the market value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that tax year.

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, 2028, unless sooner terminated pursuant to other provisions of this

AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2022, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT A: Tax Abatement Schedule,” OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2025, maintain a level of not less than 28 new Full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of April , 2022 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 28 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 28 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 28 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

In the event the number of Full-time jobs falls below 28 due to attrition of employees, the Owner shall be given a period of three months (“Attrition Period”) therefrom to restore the Full-time job count back to 28. Owner shall not be in breach of this Agreement during such Attrition Period.

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$25 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that **OWNER** is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the Completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “priority to local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding the Project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER, if eligible, will apply for issuance of a Texas Direct Payment Permit (DPP) per RULE §3.288 Direct Payment Procedures and Qualifications of the Texas Administrative Code, then the OWNER will obtain a DPP and issue a DPP exemption certificate in lieu of sales taxes paid to EPC. If at anytime, Owner does not qualify for the DPP, OWNER will place its purchase orders from the Reinvestment Zone and remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
 - i. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
 - ii. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
 - iii. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or

contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

- iv. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT.

- k. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit A: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

The County Judge, County Commissioners, or their designee(s) shall be allowed to request quarterly monitoring meetings with OWNER on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. If one or more quarterly monitoring meetings are held, OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will

provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2022 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this Agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled; provided that, notwithstanding anything contained herein to the contrary, OWNER shall be allowed to contest the fair market value of any of its property used for appraisal purposes without the abatement provided under this Agreement becoming null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost (“Intended Maximum”), though that number could change as current estimated Project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2024 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the “Affected Party”) shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, epidemics and pandemics which interrupt the ability to work on site or disrupt the supplies of goods

and services which would interfere with production.; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Section 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT JEFFERSON COUNTY of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for such COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

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:

With a copy to:

COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of this AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the

principle of construction favoring the party who did not draft this AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

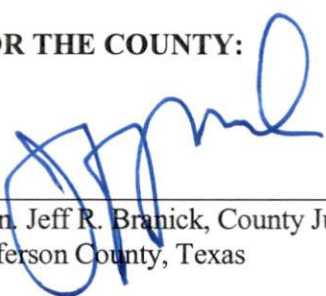
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the __ day of _____, 20__.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR 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:

To construct a new chemical facility for production of clean energy.

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
0	2022	0%
0	2023	0%
1	2024	100%
2	2025	90%
3	2026	80%
4	2027	60%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Minority Business Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
 P.O. Box 5513
 Beaumont, TX 77726
 Tel: 409-724-4101

Villery's
 Refrigeration & Air Conditioning Service
 Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
 Dean's Bar-B-Q & Catering
 805 Magnolia
 Beaumont, TX 77701
 Tel: 409-835-7956

Eugene Sam
 Tillmans Barbecue Pit
 1104 Sherman St
 Beaumont, TX 77701
 Tel: 409-838-5592

Gerard's Barbecue Diner
 3730 Fannett Rd
 Beaumont, TX 77705
 Tel: 409-842-9135

Jack Patillo Barbecue
 2775 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-833-3154

Leonard Broussard
 Broussard's Bar-B-Q
 2930 S. 11th Street
 Beaumont, TX 77701
 Tel: 409-842-1221

*Mouton's Catering
 3845 Washington Blvd
 Beaumont, TX 77705
 Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
 Bab's Carpet
 4940 Highland Ave.
 Beaumont, TX 77705
 Tel: 409-833-7484
 Fax: 409-790-4218

Delores Fruge
 Power Stretch Carpet
 502 S. 4th St.
 Beaumont, TX 77701
 Home: 409-832-8626
 Cell1: 409-617-1862
 Cell2: 409-338-9907
 Fax: 409-833-3230

Raymon and Sharonne Morris
 Morris and Morris Floor Covering
 4515 Ironton
 Beaumont, TX 77703
 Home: 409-833-5011
 Tel: 409-553-9861

Computer Service & Repair

Chris Martin
 601 Woodworth
 Port Arthur, TX 77642
 Tel1: 409-982-3528
 Tel2: 409-982-3529

David Leaven / Marcus Frank
 F & L Computer Solutions
 P.O. Box 328-A
 Winnie, TX 77665
 Tel: 409-351-1256

Consultant

Felicia Young, Owner
 Five Star Business Solutions
 Tel: 409-466-6038

**Contractors / Construction Services/Community Development/
Home Builders**

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
Tel: 409-842-9765
Fax: 409-842-9141
Cell: 409-338-0832

*Bruce's General Construction, Inc.
1175 Reynolds Rd
Beaumont, TX 77707
Tel: 409-866-6245

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
5681 Eastex Freeway
Beaumont, TX 77708
Tel: 409-347-0593

Donald Ray Wise

Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
Senigaur Home Builder & General Contractor
3196 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-5220
Fax: 409-842-2983

Jerry Ball- VP
EnviroTech Services LLC
Southeast Texas Division
3024 Commerce St.
Port Arthur, TX 77642
Tel: 409-790-5910
Toll Free: 800-286-3695
Email: jerry.ball@osfinc.net

*Joshua Allen
J. Allen contractors, Inc.
Tel: 409-833-8947
Email: office@jallenmgmt.com

Lloyd Broussard
EnviroTech Services, LLC
4002 Caroline Street
Houston, TX 77004
Tel: 713-551-6671

Gulf Coast Full Circle LLC
Alice Washington
3008 East 7th St.
Port Arthur, TX 77642
409—543-1643
409-543-1991
gcfc2019@gmail.com

Ernestine Wade
Gulf Coast Industrial Contractors, Inc.
Tel: 409-842-1522

Joe Wheaton
Joe Wheaton Construction Co.

Johnny Casmore
Builders, Inc.
7295 Ellen Lane

Beaumont, TX 77708
Tel: 409-892-2223
Fax: 409-466-1251

Joseph D. Deshotel
DEZ-TEX Construction, Inc.
Tel: 409-842-4844

*Kenny Timms
KT Maintenance
Tel: 409-982-9952
Email: Kenny.tims@ktmaintenance.com

Mr. Vories Lornette, Sr.
Faith Construction
Tel: 409-794-2615

Mr. Matt Hopson
Southeast TX Community Development
1460 Gladys
Beaumont, TX 77701
Tel: 409-835-7527
Fax: 409-835-1680
Email: mhopson@setcdc.org

Mrs. Antoinette J. Hardy
Beaumont Community Development
505 E. Florida
Beaumont, TX 77705
Tel: 409-813-2158
Fax: 409-813-2165
Email: ahardy1969@yahoo.com

Ms. Mary Randall
J&M construction
Tel: 409-842-0967

Naomi Lawrence-Lee
CNB Development Group
Tel: 409-767-8037
Email: nlee@cnbhomes.com

Ories Holmes
Ories Holmes Construction
Tel: 409-842-3943

Paul Buxie
Buxie Builders
Tel: 409-833-2028

Perkins brown
Brown Fencing & construction
Tel: 409-833-1533

R. Anthony Lewis II
Custom Home Design & Building
Tel: 409-839-4735

Ray Marsh
RAM Contracting Services
Tel: 214-597-0541
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar
Owner / Superintendent
GP Realty Building Co.
648 Orleans
Beaumont, TX 77701
Richard Tel: 281-895-7773
Bruce Tel: 409-454-6356
Fax: 409-835-6775

*Roosevelt Petry
GP Industrial Contractors, Inc.
rpetry@gpic2000.com
Port Arthur, TX 77640
Tel: 281-850-8889

Steve Andrus
Andrus Construction
Beaumont, TX 77703
Home: 409-835-4397
Work: 409-835-8629
Cell: 409-466-1860

William Kenebrew, Sr.
Kenebrew Masonary
Tel: 409-866-3310

Commodities

*Loma George
LG Supplies
9545 Riggs Street
Beaumont, TX 77707
lomageorge@att.net
Tel: 409-782-4086

Copy Services

Jeanette Rideau
 Reliable Copy Service
 2498 Washington Blvd -B
 Beaumont, TX 77705
 Tel: 409-835-1218
 Fax: 409-838-0064
 Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
 Golden Triangle Minority Council, Inc.
 P.O. Box 21664
 Beaumont, TX 77720-1664
 Tel: 409-962-8530
 Fax: 409-898-8077
 Email: gtmbc@ih2000.net
 Website: www.gtmbc.com

Electrical/ Mechanical Contractors

Calvin Walker
 Walker's Electric Company
 2916 Magnolia Street
 Beaumont, TX 77703
 Tel: 409-212-9244
 Fax: 409-212-9245

*Gregory T. Johnson, Sr.
 GJETCO
 P.O. Box 22735
 Beaumont, TX 77720
 Tel: 409-866-3829
 Fax: 409-866-6962

*Joseph C. Ledet, III
 Ledet Electrical Services
 Tel: 409-896-5471
 Cell: 409-791-1366

Ray Marsh

RAM Electrical & Mechanical Contractors
 3467 Elinor
 Beaumont, TX 77705
 Cell: 214-597-0541
 Fax: 972-539-2422
 Email: ray@ram4mep.com

Employment Services

Imogene Chargois
 Texas Workforce Centers of Southeast Texas
 304 Pearl Street
 Beaumont, TX 77701
 Tel: 409-839-8045
 Fax: 409-835-0774
 Email: imogene.chargois@setworks.org

*Luis G. Silva
 Silva Employment Network
 2901 Turtle Creek Drive, Suite 205
 Port Arthur, TX 77642
 Tel: 409-727-4024
 Fax: 409-727-4094
 Email: lgsilva1940@aol.com

Energy

Syed Mohiuddin
 Apex Petroleum & Energy Xpress, LLC
 The Apex Plaza
 9100 SW Freeway, Suite 201
 Houston, TX 77074
 Tel: 713-541-2755
 Fax: 713-541-5535
 Website: www.syed@apexgroupofcompaines.com

Engineers

*Andy Chica
 Chica & Associates Inc.
 595 Orleans, Suite 508
 Beaumont, TX 77701
 Tel: 409-833-4343

Sina K. Nejad, P.E.
 Sigma Engineers, Inc.

4099 Calder Avenue
 Beaumont, TX 77706
 Tel: 409-898-1001
 Fax: 409-898-3420
 Email: mail@sigmaengineers.com

Environmental

Bennard L. Nelson, Jr.
 Legacee Environmental
 6001 Savoy, Suite 204
 Houston, TX 77035
 Tel: 713-218-8647
 Fax: 713-218-8649
 Email: bnelson@legaceenvironmental.com

* Tiffany Liepke, President
 Chemical and Petrochemical Inspections L.P.
 5300 39th Street – P.O. Box 387
 Groves, TX 77619
 409-962-1318
 Mobile: 409-460-0484
 Email: liepke@cpilaboratory.com
 Website: cpilaboratory.com

Florists- Retail

Mr. Walter McCloney
 McCloney Florist
 2690 Park St
 Beaumont, TX 77701
 Tel: 409-838-6861
 Fax: 409-838-0085
 Email: waltermccloney@sbcglobal.net

Home Repair & Maintenance

Clinton Ford
 Clint's Maintenance and Repairs
 8345 Lawrence Drive
 Beaumont, TX 77708
 Tel: 409-899-4547

Industrial Consultant

B.D. Belvin and Assoc.

Consulting Business Development
 9692 Westhiemer Rd., Suite 83
 Houston, TX 77063
 Tel: 512-789-8178
 Email: david@bdbelvin.com
 Website: www.bdbelvin.com

Glenn J. Walters
 Home Sweet Home Enterprise, Inc.
 5212 Culpepper PL
 Wesley Chapel, FL 33544
 Tel: 813-907-9499
 Cell: 813-503-8896
 Fax: 813-994-9557
 Email: glennjwalters@aol.com

Insurance

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 Port Arthur, TX 77640
 Tel: 409-982-1200
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Byron Lewis
 LRC Insurance, Inc.
 190 S. Dowlen Road
 Beaumont, TX 77707
 Tel: 409-866-7073
 Cell: 409-466-3664
 Email: lrcinsurance@yahoo.com

Charles E. Taylor
 Farmers Insurance Group
 3355 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-842-8300
 Home: 409-866-8412
 Email: mrcharlestaylor@cs.com

O'Dell E. Harmon
 A & M Marketing
 595 Orleans, Suite 1128
 Beaumont, TX 77701
 Tel: 409-466-2533
 Email: odharm21@yahoo.com

Website: www.coloniallife.com

Lora Brooks Francis
Insurance Medical Services, Inc.
8100 Lemon Tree Court
Port Arthur, TX
Tel & Fax: 409-722-0077
Cell: 409-289-0945

Mark A. Williams
Protectors Insurance & Financial Services
2600 South Loop West, Suite 520
Houston, TX 77054
Tel: 832-347-6080
Fax: 713-660-9977
Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans
Farmers Insurance Co.
3355 Washington Blvd.
P.O. Box 22897
Beaumont, TX 77720
Tel: 409-842-8300
Fax: 409-842-8304
Email: levansinsurance@msn.com

Tarik Cooper
Frank and Cooper, Inc.
125 IH 10 North Street, Suite 410
Beaumont, TX 77707
Tel: 409-284-5341
Cell: 409-939-0247

Thelma Jefferson
Discount Medical & Dental
5125 Folsom
Beaumont, TX 77706
Tel1: 409-899-9194
Tel2: 409-4661822
Email: cautiousscenery@aol.com

Investment

Connie D. Gist
EdwardJones
4414 Dowlen Road, Suite 102

Beaumont, TX 77706
 Tel1: 409-896-5852
 Toll Free1: 888-368-2620
 Toll Free2: 888-898-7188
 Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
 B & A Lawn Care Service
 P.O. Box 22855
 Tel1: 409-866-9399
 Tel2: 409-651-9955
 Tel3: 409-651-9954

*Michael Alfred
 The Garden of Gethsemane
 Tel: 409-842-2773

Logistic

*Ray Deshotel
 Beaumont Warehouse-Transportation
 P.O. Box 20477
 Beaumont, TX 77720
 Tel: 409-883-9997
 Fax: 409-883-4208
 Cell: 409-299-0053
 Email: ldeshotel@pnx.com

Maintenance

Kenny L. Tims, Sr.- President
 KT Maintenance Company, Inc.
 800 Proctor Street
 Port Arthur, TX 77640
 Tel: 409-982-9952
 Fax: 409-982-4851
 Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
M&R Cleaning Services
Tel: 409-833-4535

Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
Area Impressions Caps & T's
Tel: 409-833-4561
Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
P.O. Box 22741
Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control

Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Petroleum Testing/Marine Barge/Ship Inspection

* Tiffany Liepke, President
Chemical and Petrochemical Inspections L.P.
5300 39th Street – P.O. Box 387
Groves, TX 77619
409-962-1318
Mobile: 409-460-0484
Email: liepke@cpilaboratory.com
Website: cpilaboratory.com

Photography

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 2705 S. Fourth St
 Beaumont, TX 77705
 Tel: 409-794-5376
 Fax: 409-842-4143
 Email: haynes.haynes@sbcglobal.net

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 Photographer & Videographer
 2906 Roberts St.
 Beaumont, TX 77701
 Tel: 409-842-3903

Sonny Perkins
 Sonny's Video
 2290 Morrison
 Beaumont, TX 77701
 Tel: 409-832-9380

Plumbing

A.J.
 Martha's Sewage and Drainage Service
 2370 Columbia Street
 Beaumont, TX 77701
 Tel: 409-833-2796

Charles chevis
 Joe Simon Plumbing & Heating
 Tel: 409-842-0490

News/ Media/ Publications

Angel San Juan
 KFDM 6 & WB 10 KWBB
 P.O. Box 7128
 Beaumont, TX 77726-7128
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 Fax: 409-892-7305
 Email: angels@kfdm.com

Helen Hunter Tubbs

Spotlight Magazine
 P.O. Box 41203
 Beaumont, TX 77725
 Tel: 409-832-3494
 Fax: 409-832-6171

Jesse Samuels, Sr.
 Cumulus
 755 S. 11th Street, Suite 102
 Beaumont, TX 77701
 Tel: 409-833-9421
 Fax: 409-833-9296
 Home: 409-983-5404

Jessie Haynes
 NAC Publishing- 10 Stupid Things
 P.O. Box 22577
 Beaumont, TX 77720
 Tel: 409-838-2222

Mr. A. B. Bernard
 BGI Enterprise
 PO Box 22077
 Beaumont, TX 77720-2077
 Tel: 409-833-0303
 Fax: 409-833-0744

Ms. Vicke Frank
 KZZB Radio
 2531 Calder Ave.
 Beaumont, TX 77702
 Tel: 409-833-0990
 Fax: 281-424-7588

Tracie Payne
 CUSH Magazine
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 Beaumont, TX 77720
 Tel: 409-212-1111
 Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
 WGN Procurement
 2626 South Loop West, Suite 545
 Houston, TX 77054

Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
Synergy International Realty
2955 Laurel St.
Beaumont, TX 77702
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Fax: 409-866-5463
Email: drvinnie@sbcglobal.net

Kim Fenner
ERA Team REALTORS
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Beaumont, TX 77703
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Fax: 409-898-8591
Cell: 409-893-0735
Email: kim.fenner@era.com
Website: www.erateamrealtors.com

Mr. Pat Gibbs
G-Team Real Estate
3229 Washington Blvd.
Beaumont, TX 77705
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Mrs. Dee Richard Chavis
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999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
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Fax: 409-839-4395
Email: drealestate@gt.rr.com

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 Tel: 409-839-4580
 Fax: 409-839-4395
 Email: drealestate@ft.rr.com

Mrs. Willie Mae Thomas
 Five Brothers Investments
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 Tel: 409-898-4100
 Cell: 409-201-0777
 Fax: 409-898-4090
 Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
 Insurance- Real Estate- Construction
 2875 Washington Blvd
 Beaumont, TX 77705
 Tel: 409-842-3444
 Fax: 409-842-9770
 Cell: 409-338-1365
 Email: kyles@aol.com

Restaurants

Floyd & Carol Dixon
 Southern Delight Restaurant
 3195 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-840-5025

Frank Owens, Proprietor
 Dairy Queen
 3755 College St.
 Beaumont, TX 77701
 Tel: 409-838-4723

Nolan Hines, Jr.
 Taste of Orleans
 672 Orleans St.
 Beaumont, TX 77701
 Tel: 409-833-9460
 Cell: 409-553-4632
 Fax: 409-833-9470

Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
Norman & Norman Roofing
Beaumont, TX
John Tel: 409-454-8586
Lawrence Tel: 409-838-4266

Sanitary Supplies

Armstead Price, Owner
MVP Janitorial Inc.
5430 Concord Road, Suite A
P.O. Box 22961-2961
Beaumont, Tx 77720
Tel: 409-347-4100
Cell: 409-454-5100

*S and S – Enterprises
PO Box 1983
Beaumont, TX 77704
Tel: 409-842-0594
Fax: 409-842-0594
Pager: 409-726-3624

The Invisible Armor
Tammy Powell
P.O. Box 22492
Beaumont, TX 77720
Tel: 409-840-9801
Fax: 409-840-9815
Email: www.iarmor.net

Trophies

*Harold Williams & Sherrie Charles
AAA Trophy Shop & Etc.
4570 Highland Ave
Beaumont, TX 77705
Tel: 409-651-6050
Fax: 409-842-6473
Email: aaatrophysshop@yahoo.com

Trucking/Heavy Hauling

Alex J. Jeanmard

J&J Trucking
Tel: 409-833-3026

Erwin Charles
Charles Trucking
Tel: 409-835-5805

Delisa Bean
Dawn Express
2005 Broadway, Suite 113
Beaumont, TX 77702
Tel: 409-212-8222

Frank Patillo
Frank Patillo Trucking
Tel: 409-833-0804

Gerald Castille
G&S Trucking & Mowing
Tel: 409-832-8347

Chris Gobert
Gobert Trucking Company
Tel: 409-838-5079

Jerry P. Bernard
Bernard's Trucking
Tel: 409-842-1259

Joseph Charles
J&P Trucking
Tel: 409-835-3119

Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
Roland Eaglin Trucking
Tel: 409-835-0100

*Lovetts Trucking
Kima K. Lovett Sr/Owner
P.O. Box 12342
Beaumont, Texas 77726
Ph: (409) 455-1399
Email: lovettstruckingllc@gmail.com

Wrecker Services

Mr. Chuck Guillory
Chuck's Wrecker Service
2945 Blanchette Service
Beaumont, TX 77701
Tel: 409-832-8228
Fax: 409-833-8348

Tommy Guillory
Guillory's Wrecker Services
4020 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-5106
Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

Exhibit “E”**Jefferson County Abatement Policy**

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT “F” - AFFILIATES OF OWNER

STATE OF TEXAS, COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE AND DULY RECORDED ON _____, 2022, IN COUNTY CLERK'S FILE NO. _____ JEFFERSON COUNTY PLAT RECORDS.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

By: _____, DEPUTY

SURVEYOR'S NOTES:

- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SHOWN HEREON.
- ALL BEARINGS, DISTANCES, COORDINATES, AND AREAS ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
- ALL ELEVATIONS ARE NAVD88 (CALCULATED USING GEOID 18), BASED ON RTK GNSS OBSERVATION AND TIED TO TRIMBLE'S VRS NETWORK.
- ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP NO. 480385 0355 C, DATED AUGUST 06, 2022, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE 'X' & 'AE'.
- PROPERTY CORNERS ARE MARKED WITH ROD CAPPED "ACCESS SURVEYORS" UNLESS SHOWN OTHERWISE.
- NO VISIBLE SIGNS OF PIPELINES AT THE TIME OF SURVEY.

METES AND BOUNDS DESCRIPTION:

BEING A 16.68 ACRE TRACT OF LAND LYING IN THE E. LOPEZ LEAGUE, ABSTRACT NUMBER 37, AND BEING A PORTION OF LOT 2, THEO. F. KOCH SUBDIVISION, RECORDED IN VOL. 2, PG. 113, MAP RECORDS OF JEFFERSON COUNTY, TEXAS (MRJCT), AND BEING PART OF A 30.00 ACRE TRACT CONVEYED TO WALTER FIEDLER, ERNA POOLE, ERNST FIEDLER, LILLIE HALL AND PAUL FIEDLER, BY DEED RECORDED IN VOLUME 1732, PAGE 51, DEED RECORDS OF JEFFERSON COUNTY, TEXAS (DRJCT), SAID 16.68 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1-1/2-INCH PIPE "Y" FOUND IN THE SOUTH RIGHT OF WAY LINE OF A PUBLIC ROAD KNOWN AS HIGHWAY 124 AND BEING THE NORTHWEST CORNER OF A 31.55 ACRE TRACT RECORDED IN CLERK FILE NO. 2010005274, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (OPRJCT) AND BEING IN THE EAST LINE OF SAID 30.00 ACRE TRACT;

THENCE SOUTH 02°52'35" EAST, ALONG THE WEST LINE OF SAID 31.55 ACRE TRACT FOR A DISTANCE OF 1,202.79 FEET (CALLED SOUTH) TO A 1-1/2-INCH PIPE FOUND FOR THE NORTHEAST CORNER OF A 10.00 ACRE TRACT RECORDED IN VOL. 2058, PG. 179, (DRJCT);

THENCE SOUTH 87°10'45" WEST, ALONG THE NORTH LINE OF SAID 10.00 ACRE TRACT AND THE NORTH LINE OF A 6.00 ACRE TRACT RECORDED IN CLERK FILE NO. 2006024256, (OPRJCT), THE NORTH LINE OF A 4.00 ACRE TRACT RECORDED IN CLERK FILE NO. 2020029473, (OPRJCT) AND THE NORTH LINE OF A 6.673 ACRE TRACT RECORDED IN CLERK FILE NO. 2016039391, (OPRJCT) AT 780.94 FEET PASS A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 6.673 ACRE TRACT AND THE NORTHEAST CORNER OF A 12.534 ACRE TRACT RECORDED IN CLERK FILE NO. 2022009334, (OPRJCT) AND CONTINUING ALONG THE NORTH LINE OF SAID 12.534 ACRE TRACT FOR A TOTAL DISTANCE OF 891.36 FEET (CALLED WEST) TO A ROD CAPPED "ACCESS" SET FOR CORNER;

THENCE NORTH 02°52'35" WEST, ALONG THE REMAINDER OF SAID LOT 2 FOR A DISTANCE OF 265.56 FEET (CALLED NORTH) TO A ROD CAPPED "ACCESS" SET IN THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY 124;

THENCE NORTH 43°43'18" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY 124 FOR A DISTANCE OF 1,362.61 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 16.68 ACRES OF LAND, MORE OR LESS.

DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:

THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF THE HAMPSHIRE-FANNETT ISD

UTILITY NOTES:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
GAS UTILITY SERVICE WILL BE PROVIDED BY: N/A
WATER UTILITY SERVICE WILL BE PROVIDED BY: N/A
SEWER UTILITY SERVICE WILL BE PROVIDED BY: N/A
CABLE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN

SEWAGE DISPOSAL NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

INDIVIDUAL WATER SUPPLY NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Required Clear Space for an On-Site Sewage Facility (OSSF)				
Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

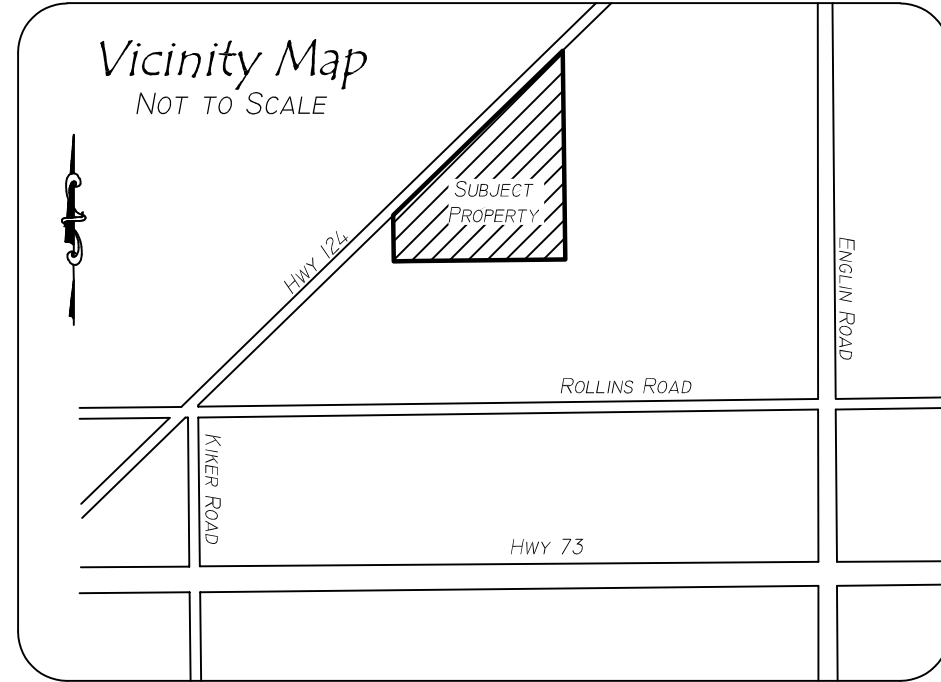
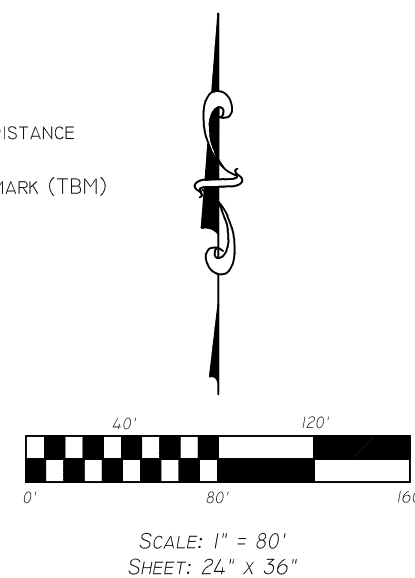
Note: SAMPLE - consult the TCEQ Regulations for proper sizes


Access
Surveyors, LLC
Commercial - Industrial - Residential
11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com s rpls5163@aol.com
FILE: 2022297 FIRM NO. 10136400 TECHNICIAN: A.M.LEA

REPLAT of a portion of Lot 2, Theo. F. Koch Subdivision, Vol. 2, Pg. 113, J.C.M.R. INTO Lots 1 - 2 part of the E. Lopez League, Abstract No. 37

LEGEND

(--)= CALLED BEARING, DISTANCE
● = TEMPORARY BENCHMARK (TBM)



SURVEYOR'S CERTIFICATE:

I, SCOTT N BRACKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

**PRELIMINARY PLAT
FOR REVIEW ONLY**

SCOTT N. BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6650

(SEAL)

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, PAULA FIEDLER, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF ERNST B. FIEDLER, DECEASED, OWNER OF THE REMAINDER OF THAT CERTAIN 30.00 ACRE TRACT OF LAND DESCRIBED VOLUME 1732, PAGE 51, DEED RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS _____ DAY OF _____, 2022.

PAULA FIEDLER, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF ERNST B. FIEDLER, DECEASED

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAULA FIEDLER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2022.

By: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF COUNTY APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE _____ DAY OF _____, 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES ON OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

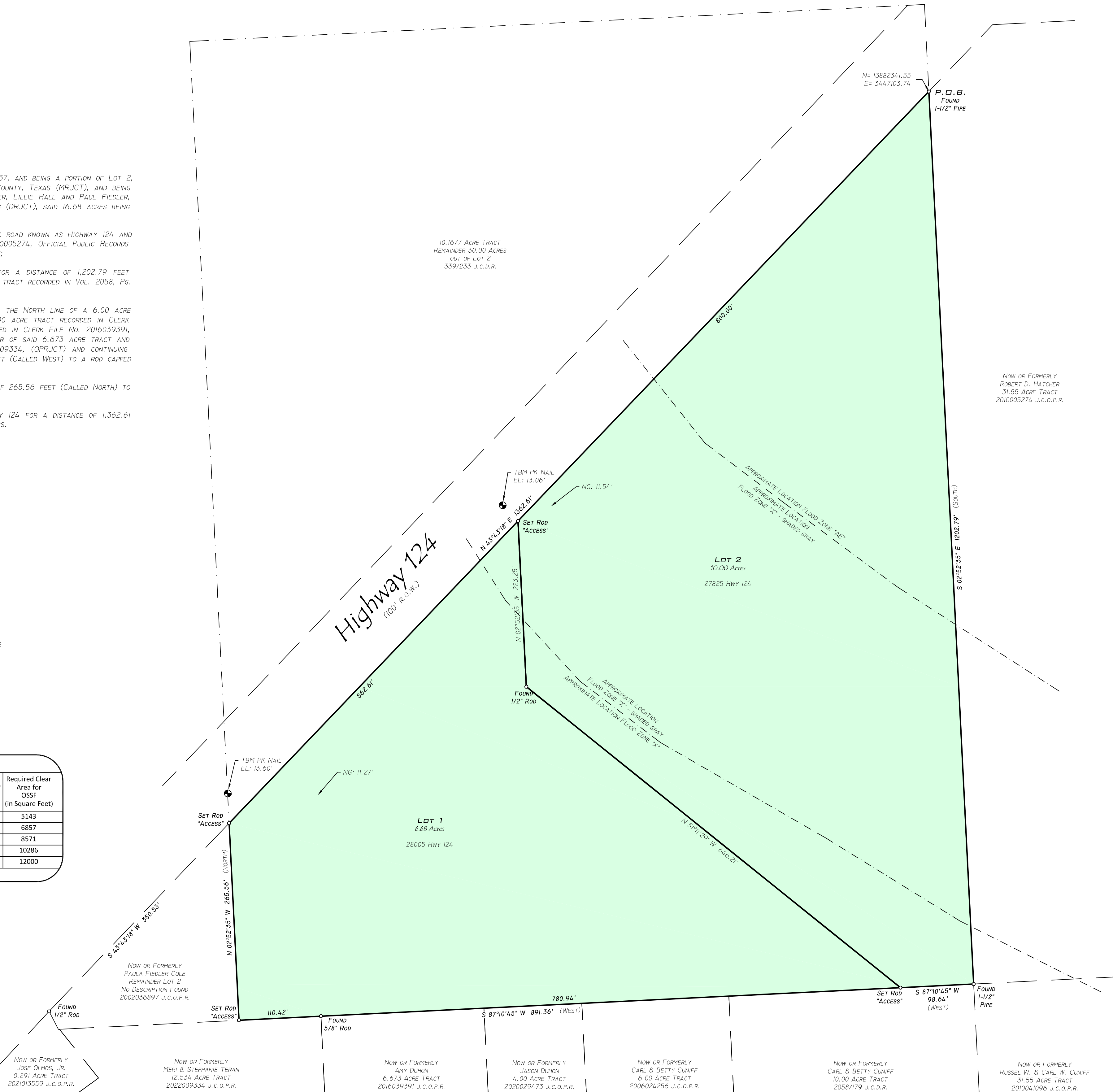
COMMISSIONER, PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY ENGINEER:

I, _____ COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER



STATE OF TEXAS, COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE AND DULY RECORDED ON _____, 2022, IN COUNTY CLERK'S FILE NO. _____ JEFFERSON COUNTY PLAT RECORDS.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

By: _____, DEPUTY

LINE TABLE			
LINE #	DIRECTION	LENGTH	RECORD
L1	S 02° 47' 09" E	20.18'	SOUTH
L2	S 86° 48' 18" W	45.04'	N 89° 48' 52" W 45.11'
L3	N 86° 21' 48" E	60.07'	S 89° 43' 28" E
L4	S 86° 31' 55" W	57.20'	S 89° 43' 28" W
L5	S 09° 56' 45" E	8.65'	SOUTH
L6	N 03° 38' 46" W	85.20'	---

ACCESS EASEMENT NOTES:

1. TRACT 3 AS SHOWN BELOW TO BE USED AS INGRESS AND EGRESS TO ALL RELEVANT TRACTS DEDICATED HEREON.

2. TRACT 3 IS SUBJECT TO THE FOLLOWING:

a) CONTAINING ALL OF SAID 0.206 ACRE TRACT ALSO SHOWN AS CHARLES AVENUE (AKA CASEY DRIVE) ON A FREELY CIRCULATED PLAT OF CLEARVIEW ADDITION (UNRECORDED)

b) CONTAINING A 0.38 ACRE ACCESS EASEMENT, TRACT IV, RECORDED IN C.F.# 2014029126, 2008006391 & 2004034475 J.C.O.P.R.

3. TRACT 2 AND TRACT 3 ARE SUBJECT TO THE FOLLOWING:

a) CONTAINING A PORTION OF A 20' INGRESS AND EGRESS EASEMENT RECORDED IN C.F.# 9629982, J.C.O.P.R. (SHOWN BELOW)

4. TRACT 1 AND TRACT 3 ARE SUBJECT TO THE FOLLOWING:

a) CONTAINING A PORTION OF A 20' INGRESS AND EGRESS EASEMENT RECORDED IN C.F.# 9936192, J.C.O.P.R. (SHOWN BELOW).

SHARED ACCESS AND INGRESS & EGRESS EASEMENT NOTES:

(1) ALL LOTS SERVED BY A SHARED ACCESS OR INGRESS & EGRESS EASEMENTS ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS OR INGRESS & EGRESS EASEMENTS, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THIS SUBPARAGRAPH.

(2) THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS OR INGRESS & EGRESS EASEMENTS SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE PRIVATE ACCESS DRIVEWAYS WITHIN THOSE EASEMENTS, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE PRIVATE ACCESS DRIVEWAYS. THE PRIVATE ACCESS DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNIMPEDED VEHICULAR ACCESS BY EMERGENCY VEHICLES.

(3) DRIVEWAY CULVERTS SERVING RESIDENTIAL DRIVEWAYS ON THE SHARED ACCESS OR INGRESS & EGRESS EASEMENTS WILL NOT BE PROVIDED, INSTALLED, OR MAINTAINED BY JEFFERSON COUNTY.

(4) ALL DRAINAGE SHALL BE DIRECTED TO THE FRONT OF THE LOTS TO THE SHARED ACCESS OR INGRESS & EGRESS EASEMENTS.

REPLAT of a portion of Lots 6-9, Block 1, Orange Farms Subdivision, Vol. 5, Pg. 45, J.C.M.R. INTO Tracts 1 - 3 part of the John McNabb Survey Abstract No. 174

METES AND BOUNDS DESCRIPTION:

BEING A 10.21 ACRE TRACT OF LAND LYING IN THE JOHN McNABB SURVEY, ABSTRACT NUMBER 174, AND BEING A PORTION OF LOTS 6 - 9, BLOCK 1, ORANGE FARMS SUBDIVISION, RECORDED IN VOL. 5, PG. 45, MAP RECORDS OF JEFFERSON COUNTY, TEXAS (MPRJT), AND BEING PART OF A 19.10 ACRE TRACT CONVEYED TO JOYCE LENE BY DEED RECORDED IN CLERK'S FILE NO. 2001039022, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (OPRJT), AND BEING ALL OF THAT 0.206 ACRE TRACT CONVEYED TO JOYCE LENE BY DEED RECORDED IN CLERK'S FILE NO. 2022007081, (OPRJT), SAID 10.21 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD FOUND FOR THE NORTHEAST CORNER OF A 1.00 ACRE TRACT RECORDED IN CLERK'S FILE NO. 9629982, (OPRJT) AND BEING IN THE WEST LINE OF A 6.6157 ACRE TRACT RECORDED IN CLERK'S FILE NO. 9438469, (OPRJT);

THENCE SOUTH 86°18'39" WEST, ALONG THE NORTH LINE OF SAID 1.00 ACRE TRACT FOR A DISTANCE OF 208.26 FEET (CALLED WEST, 208.71 FEET) TO A 1/2-INCH ROD FOUND FOR THE NORTHWEST CORNER OF SAID 1.00 ACRE TRACT;

THENCE SOUTH 02°47'09" EAST, ALONG THE WEST LINE OF SAID 1.00 ACRE TRACT FOR A DISTANCE OF 20.18 FEET (CALLED SOUTH) TO A 1-INCH PIPE FOUND FOR THE MOST NORTHERLY NORTHEAST CORNER OF A 2.0003 ACRE TRACT RECORDED IN CLERK'S FILE NO. 201028688, (OPRJT);

THENCE SOUTH 86°22'39" WEST, ALONG THE NORTH LINE OF SAID 2.0003 ACRE TRACT FOR A DISTANCE OF 230.76 FEET (CALLED SOUTH 89°53'35" WEST, 230.85 FEET) TO A 1-INCH PIPE FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID 2.0003 ACRE TRACT;

THENCE SOUTH 03°36'06" EAST, ALONG THE MOST NORTHERLY WEST LINE OF SAID 2.0003 ACRE TRACT FOR A DISTANCE OF 188.69 FEET (CALLED SOUTH 00°01'06" EAST, 188.57 FEET) TO A 5/8-INCH ROD FOUND FOR AN INTERIOR CORNER OF SAID 2.0003 ACRE TRACT;

THENCE SOUTH 86°48'18" WEST, ALONG THE MOST WESTERLY NORTH LINE OF SAID 2.0003 ACRE TRACT FOR A DISTANCE OF 45.04 FEET (CALLED NORTH 89°48'52" WEST, 45.11 FEET) TO A 5/8-INCH ROD FOUND FOR THE NORTHEAST CORNER OF A 0.33 ACRE TRACT RECORDED IN CLERK'S FILE NO. 2016027947, (OPRJT);

THENCE SOUTH 86°18'33" WEST, ALONG THE NORTH LINE OF SAID 0.33 ACRE TRACT AND THE NORTH LINE OF A 0.33 ACRE TRACT RECORDED IN CLERK'S FILE NO. 2020035814, (OPRJT) FOR A DISTANCE OF 193.13 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 0.33 ACRE TRACT;

THENCE SOUTH 03°41'33" EAST, ALONG THE WEST LINE OF SAID 0.33 ACRE TRACT FOR A DISTANCE OF 149.91 FEET TO A CONCRETE MONUMENT FOUND IN THE NORTH RIGHT-OF-WAY LINE OF A PUBLIC ROAD KNOWN AS BERRY DRIVE;

THENCE SOUTH 86°15'50" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BERRY DRIVE FOR A DISTANCE OF 59.85 FEET TO A ROD CAPPED "FAUST" FOUND FOR THE SOUTHEAST CORNER OF A 0.33 ACRE TRACT RECORDED IN CLERK'S FILE NO. 2001035955, (OPRJT);

THENCE NORTH 03°41'33" WEST, ALONG THE EAST LINE OF SAID 0.33 ACRE TRACT FOR A DISTANCE OF 149.96 FEET TO A CONCRETE MONUMENT FOUND FOR THE SOUTHEAST CORNER OF A 3.49 ACRE TRACT RECORDED IN CLERK'S FILE NO. 2012040391, (OPRJT);

THENCE NORTH 03°41'26" WEST, ALONG THE EAST LINE OF SAID 3.49 ACRE TRACT AND THE EAST LINE OF A 1.33 ACRE TRACT, TRACT III, RECORDED IN CLERK'S FILE NO. 2014029126, (OPRJT) FOR A DISTANCE OF 273.84 FEET (CALLED NORTH 00°15'05" WEST, 273.58 FEET) TO A 3/8-INCH ROD FOUND IN THE SOUTH LINE OF A 1.00 ACRE TRACT, TRACT I, RECORDED IN CLERK'S FILE NO. 2014029126, (OPRJT);

THENCE NORTH 86°21'48" EAST, ALONG THE SOUTH LINE OF SAID 1.00 ACRE TRACT, TRACT I, FOR A DISTANCE OF 60.07 FEET (CALLED NORTH 89°43'28" EAST) TO A 3/8-INCH ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 1.00 ACRE TRACT, TRACT I;

THENCE NORTH 03°49'31" WEST, ALONG THE EAST LINE OF SAID 1.00 ACRE TRACT, TRACT I, FOR A DISTANCE OF 121.14 FEET (CALLED NORTH 00°15'05" WEST, 120.89 FEET) TO A CAPPED ROD FOUND FOR THE SOUTHEAST CORNER OF A 1.00 ACRE TRACT, TRACT II, RECORDED IN CLERK'S FILE NO. 2014029126, (OPRJT);

THENCE NORTH 03°28'10" WEST, ALONG THE EAST LINE OF SAID 1.00 ACRE TRACT, TRACT II, FOR A DISTANCE OF 128.75 FEET (CALLED NORTH 00°15'05" WEST, 129.11 FEET) TO A 3/8-INCH ROD FOUND FOR THE NORTHEAST CORNER OF SAID 1.00 ACRE TRACT, TRACT II;

THENCE SOUTH 86°31'55" WEST, ALONG THE NORTH LINE OF SAID 1.00 ACRE TRACT, TRACT II, FOR A DISTANCE OF 57.20 FEET (CALLED SOUTH 89°43'28" WEST) TO A 1/2-INCH ROD FOUND FOR THE SOUTHEAST CORNER OF A 1.00 ACRE TRACT RECORDED IN CLERK'S FILE NO. 2013031375, (OPRJT);

THENCE NORTH 03°39'15" WEST, ALONG THE EAST LINE OF SAID 1.00 ACRE TRACT FOR A DISTANCE OF 206.37 FEET (CALLED NORTH 00°01'40" WEST, 206.18 FEET) TO A 1/2-INCH ROD FOUND IN THE SOUTH LINE OF A 3.00 ACRE TRACT RECORDED IN CLERK'S FILE NO. 2013007102, (OPRJT);

THENCE NORTH 86°22'09" EAST, ALONG THE SOUTH LINE OF SAID 3.00 ACRE TRACT AND THE SOUTH LINE OF A 0.7694 ACRE TRACT RECORDED IN FILM CODE NO. 101-54-1661, REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS (RPRJT) FOR A DISTANCE OF 734.46 FEET (CALLED EAST, 736.80 FEET) TO A 1/2-INCH ROD FOUND FOR THE NORTHEAST CORNER OF SAID 19.10 ACRE TRACT;

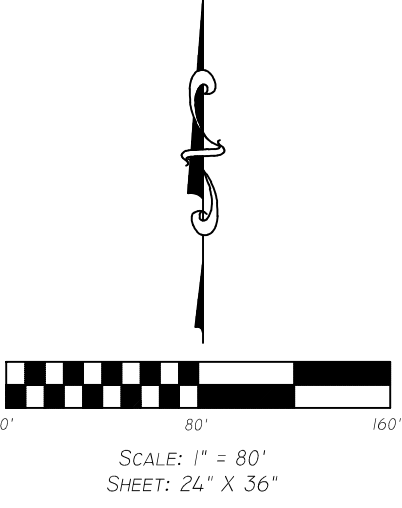
THENCE SOUTH 09°56'45" EAST, ALONG THE EAST LINE OF SAID 19.10 ACRE TRACT FOR A DISTANCE OF 8.65 FEET (CALLED SOUTH) TO A 3/4-INCH PIPE FOUND FOR THE NORTHWEST CORNER OF SAID 6.6157 ACRE TRACT;

THENCE SOUTH 03°34'54" EAST, ALONG THE WEST LINE OF SAID 6.6157 ACRE TRACT FOR A DISTANCE OF 512.69 FEET (CALLED SOUTH) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 10.21 ACRES OF LAND, MORE OR LESS.

Required Clear Space for an On-Site Sewage Facility (OSSF)				
Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000
Note: SAMPLE - consult the TCEQ Regulations for proper sizes				

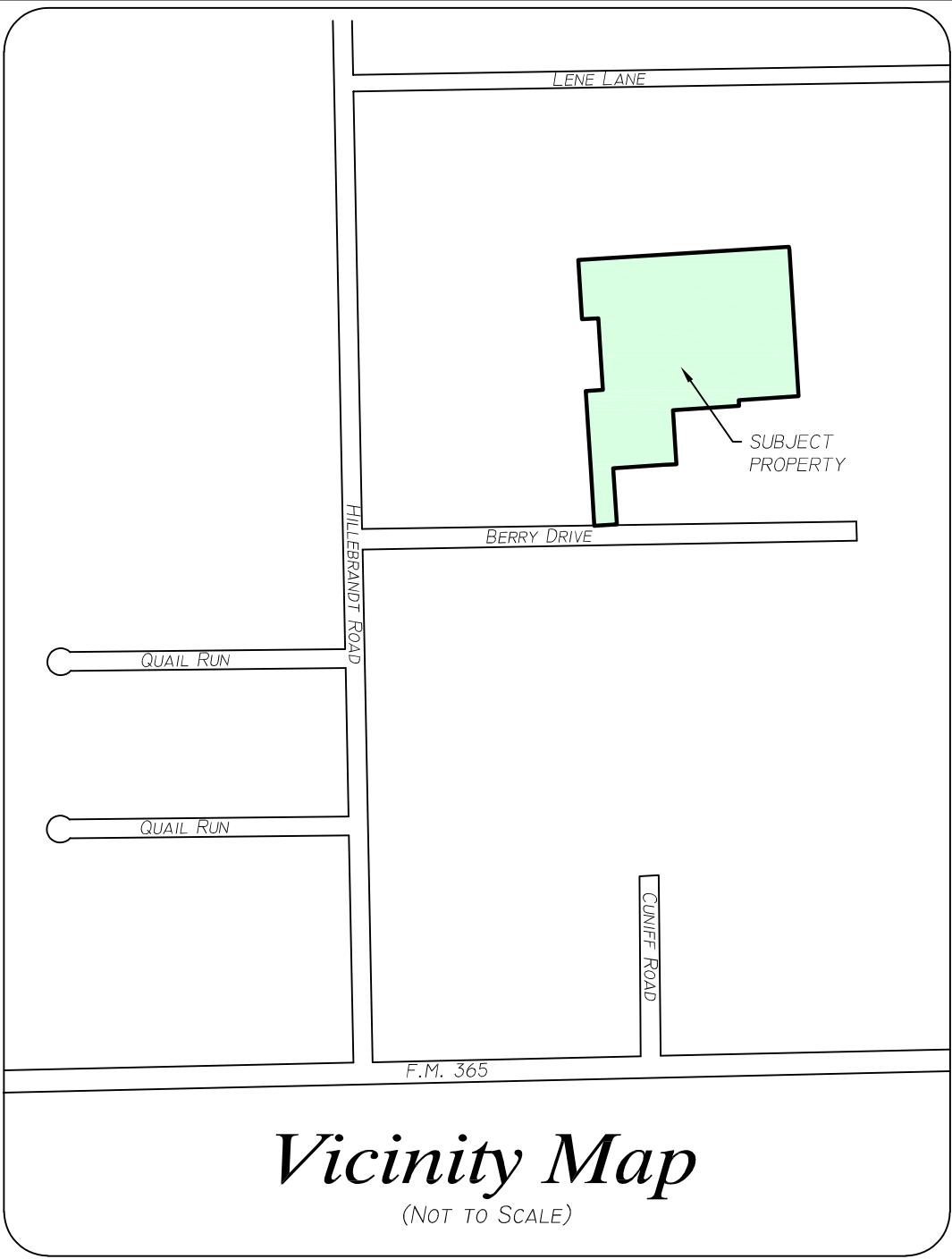
SURVEYOR'S NOTES:

- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SHOWN HEREON.
- ALL BEARINGS, DISTANCES, COORDINATES, AND AREAS ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
- ALL ELEVATIONS ARE NAVD88 (CALCULATED USING GEOID 18), BASED ON RTK GNSS OBSERVATION AND TIED TO TRIMBLE'S VRS NETWORK.
- ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP NO. 480385 0290 B, DATED JUNE 1, 1983, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "A1S".
- PIPELINE LOCATIONS ARE ASSUMED AND APPROXIMATE, BASED ON PIPELINE MARKERS OBSERVED ON THE GROUND.
- NOT ALL IMPROVEMENTS, UTILITIES, WATER FEATURES, AND PIPELINES ARE SHOWN HEREON.
- UNLESS SHOWN OTHERWISE, CORNERS ARE MARKED WITH SET IRON RODS CAPPED "ACCESS SURVEYORS".



LEGEND

- (---) = CALLED BEARING, DISTANCE
- ▲ = PIPELINE MARKER
- = OLD TRACT LINE
- = SUBDIVISION LINE
- = TEMPORARY BENCHMARK
- [Hatched Box] = 0.58 ACRE ACCESS EASEMENT



SURVEYOR'S CERTIFICATE:

I, SCOTT N BRACKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

PRELIMINARY PLAT FOR REVIEW ONLY

SCOTT N. BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6650

(SEAL)

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOYCE LENE, BEING THE OWNER OF THAT CERTAIN 19.10 ACRE TRACT OF LAND DESCRIBED COUNTY CLERK'S FILE NO. 2001039022, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY AND THAT CERTAIN CALLED 0.206 ACRE TRACT OF LAND DESCRIBED IN COUNTY CLERK'S FILE NO. 2022007081, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS.

TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS _____ DAY OF _____, 2022.

JOYCE LENE, OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOYCE LENE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2022.

By: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF COUNTY APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE _____ DAY OF _____, 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES ON OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY ENGINEER:

I, _____ COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:
THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF THE HAMPSHIRE - FANNETT ISD

UTILITY NOTES:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
GAS UTILITY SERVICE WILL BE PROVIDED BY: N/A
WATER UTILITY SERVICE WILL BE PROVIDED BY: N/A
SEWER UTILITY SERVICE WILL BE PROVIDED BY: N/A
CABLE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT

SEWAGE DISPOSAL NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

INDIVIDUAL WATER SUPPLY NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Form #2204 Rev. 10/2011

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use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Gene A. Winston, Jr., do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Constable Precinct Eight of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Signature of Officer

State of Texas)
 County of Jefferson)

Sworn to and subscribed before me
 this

(seal)

3 day of May, 2022.

 Signature of Notary Public or Other Officer
 Administering Oath

JEFF BRANSICK, County Judge
 Printed or Typed Name

Form #2201 Rev. 10/2011

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use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, Gene A. Winston, Jr., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Constable Precinct Eight

City and/or County: Jefferson

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 5.3.2022


Signature of Officer

Revised 10/2011