

Notice of Meeting and Agenda
June 28, 2022

Special, 6/28/2022 10:30:00 AM

BE IT REMEMBERED that on June 28, 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
(ABSENT)

Absent

Honorable Zena Stephens, Sheriff

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
June 28, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **28th** day of **June 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:

9:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.076 to deliberate the deployment, or specific occasions for security implementation of security personnel or devices, that deliberation in an open meeting would have a detrimental effect on the security in the Courthouse.

10:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in an open meeting, would have a detrimental effect on the Commissioners' Court in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the

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Commissioner's Court meeting.

The following options are available:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

**Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532#
Participant ID: #**

The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 22-033/MR) Term Contract for Asphalt Products for Jefferson County.

SEE ATTACHMENTS ON PAGES 14 - 70

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

- (b). Consider and approve specifications for Invitation for Bid (IFB 22-034/MR) Term Contract for Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 71 - 127

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

- (c). Consider and approve, execute, receive and file an agreement (Agreement 22-036/JW) with Honesty Environmental Services, Inc. (HES) to perform asbestos consulting/survey services for Community Development Block Grant – Disaster Recovery (CDBG-DR) Home Buyout/Acquisition Program for Jefferson County for a cost of \$695.00 per each residence; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 128 - 144

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

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- (d).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for
 Request for Proposal (RFP 22-020/JW) Professional Grant
 Administration and Management Services for Community Development
 Block Grant – Disaster Recovery (CDBG-DR): 2019 Infrastructure
 Competition for Jefferson County; pursuant to Chapter 262, Texas Local
 Government Code, the County Purchasing Act and 2 CFR Sections
 200.318 – 326.

NO ATTACHMENTS

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

- (e).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for
 Request for Proposal (RFP 22-025/DC) Upgrade of the Jefferson County
 Nortel/Avya CS1000B+4CS1000B Phone System.

NO ATTACHMENTS

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

- (f).Execute, receive and file renewal for (RFP 18-049/YS) Security Services and Personnel for Jefferson County for a second (1) year renewal with Allied Universal Security Services from December 31, 2021 to December 30, 2022: with a 6% CPI increase as stated in the terms of the contract.

SEE ATTACHMENTS ON PAGES 145 - 146

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

- (g).Execute, receive and file renewal for (IFB 19-030/YS) Term Contract for Inmate Clothing and Supplies for Jefferson County for a third (1) year renewal with Acme Supply Co., LTD from July 12, 2022 to July 11, 2023.

SEE ATTACHMENTS ON PAGES 147 - 147

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

- (h).Execute, receive and file renewal for (IFB 19-034/YS) Term Contract for Herbicides for Jack Brooks Regional Airport for a second (1) year renewal with Red River Specialties from August 19, 2021 to August 18, 2022 with proposed price increases, as shown in Attachment A. These price increases are due to product manufacturer, fuel and labor price increases

SEE ATTACHMENTS ON PAGES 148 - 157

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

- (i).Consider and approve, execute, receive and file a contract extension for (RFP 19-02/YS) Emergency Disaster Assistance Recovery for Jefferson County with DRC Emergency Services, LLC for an additional 60 days to expire October 4, 2022.

SEE ATTACHMENTS ON PAGES 158 - 158

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

- (j).Execute, receive and file a contract renewal for (IFB 19-013/YS) Term Contract for Armored Car Service for Jefferson County for a third (1) year renewal with Rochester Armored Car Co., Inc. from March 29, 2022 to March 28, 2023.

SEE ATTACHMENTS ON PAGES 159 - 159

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

- (k).Execute, receive and file a contract renewal for (RFP 17-048/YS) Automated Teller Machines (ATM) Installation and Operation for Jefferson County for a fourth (1) year renewal with Citywide ATM from April 1, 2022 to March 31, 2023.

SEE ATTACHMENTS ON PAGES 160 - 160

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

- (l). Consider and approve, execute, receive and file renewal for (IFB 19-029/YS) Term Contract for Pest Control Services for Jefferson County for a third (1) year renewal with Aattaboy Termite and Pest Control, Inc. from July 13, 2022 to July 12, 2023 with proposed price increases, as shown in Attachment A. These price increases are due to product manufacturer price increases.

SEE ATTACHMENTS ON PAGES 161 - 168

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

- (m). Consider and approve, execute, receive and file an Engagement Letter for the Audit of Financial Statements of the Governmental Activities ending September 30, 2022 for Jefferson County to Pattillo, Brown, & Hill, LLP in accordance with (RFP 20-013/YS).

SEE ATTACHMENTS ON PAGES 169 - 181

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

- (n). Consider and possibly approve inter-department transfer of a 2019 Ford Fusion VIN 3FA6P06G73KR218323 from Criminal District Court to Service Center as authorized by Local Government Code § 262.011 (j).

SEE ATTACHMENTS ON PAGES 182 - 183

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

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – Road & Bridge Pct.4 – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 184 - 184

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114-0402-431-1028	LABORERS		\$14,200.00
114-0405-431-4018	ROAD MACHINERY	\$14,200.00	

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

(b).Consider and approve budget amendment – Road & Bridge Pct4 – replacement of zero turn mower.

SEE ATTACHMENTS ON PAGES 185 - 186

120-9999-415-9999	CONTINGENCY APPROPRIATION		\$13,735.00
114-0409-431-6018	POWER TOOLS & APPLIANCES	\$13,735.00	

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

(c).Consider and approve budget transfer – Risk Management – purchase of printer, webcam and USBs.

SEE ATTACHMENTS ON PAGES 187 - 187

120-1016-415-4052	POSTAGE		\$800.00
120-1016-415-3084	MINOR EQUIPMENT	\$800.00	

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

(d).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending May 31, 2022.

SEE ATTACHMENTS ON PAGES 188 - 202

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

(e).Regular County Bills – check #496290 through check #496560.

SEE ATTACHMENTS ON PAGES 203 - 212

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

COUNTY CLERK:

- (a). Consider and possibly approve the purchase of Election Equipment funded by the Texas Secretary of State's RAVM (Reimbursement for Auditable Voting Machines) grant.

NO ATTACHMENTS

Action: TABLED

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve, receive and file final copy of Jefferson County Emergency Services District No 4's annual audit report for fiscal year ended September 30, 2021 Pursuant to Sec. 775.082, Health and Safety Code.

SEE ATTACHMENTS ON PAGES 213 - 232

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

- (b). Consider, possibly approve, and authorize the County Judge to execute separated Conditional Deeds of Gift for the UH-1 Utility helicopter, the MA60A3 tank, the M101A1 Towed howitzer 105 MM and M115 towed howitzer, 8 inch heavy (currently displayed at Veterans Memorial Park) from the US Army Tank-Automotive and Armaments Command to Jefferson County.

SEE ATTACHMENTS ON PAGES 233 - 244

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

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- (c). Consider, possibly approve and authorize the County Judge to execute an amendment to the amended property Tax Agreement between Jefferson County and Aditya Birla Chemicals (USA), Inc. to insert the correct ministerial mistake in the abatement schedule to comport with the original agreement that the abatement will cease in 2027.

SEE ATTACHMENTS ON PAGES 245 - 247

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

- (d). Consider and possibly approve a Proclamation for Elder Abuse Prevention Awareness Month.

SEE ATTACHMENTS ON PAGES 248 - 248

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

- (e). Consider and possibly approve Proclamation recognizing The Port Arthur Senior Bowlers.

SEE ATTACHMENTS ON PAGES 249 - 249

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

COUNTY COURT AT LAW NO. 2:

- (a). Consider and possibly approve a Resolution recognizing Melanie A. Smith for 21 years and 5 months of dedicated service to the Jefferson County Court at Law No. 2 and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 250 - 250

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

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COUNTY TREASURER:

- (a).Receive and File Investment Schedule for May, 2022, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 251 - 253

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Consider and possibly approve a Plat of Dunn Subdivision, 102.691 Acres lying in the Ramsey H. Parker Survey, Section no. 158, Abstract No. 651, Jefferson County Texas. Property is located off of Todd Road and Englin Road in Precinct #3. This plat is not within any ETJ and has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 254 - 255

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

- (b).Execute, receive and file Pipeline Permit 04-P-22 to Chevron Phillips Chemical Company for the purpose of constructing, maintaining or repairing a pipe line for distribution crossing Craigen Road, Burrell Wingate Road and LaBelle Road. This project is located in Precinct #2 and #3.

SEE ATTACHMENTS ON PAGES 256 - 284

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

- (c).Execute, receive and file Pipeline Permit 05-P-22 to Chevron Phillips Chemical Company for the purpose of constructing, maintaining or repairing a pipe line for distribution crossing Craigen Road – HDD (Pipe Bundle). This project is located in Precinct #3.

SEE ATTACHMENTS ON PAGES 285 - 301

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

- (d).Execute, receive and file Utility Permit 07-U-22 to Spectrum Gulf Coast, LLC for the placement of fiber optic cable along Hilebrandt Road. This project is located in Precinct #2.

SEE ATTACHMENTS ON PAGES 302 - 310

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

HUMAN RESOURCES:

- (a).Consider and possibly approve an amendment to the Jefferson County Personnel E- Mail Policy, Sec. 5.12 regarding email access and security.

SEE ATTACHMENTS ON PAGES 311 - 314

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, June 28, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 28, 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 Invitation for Bids

June 28, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **IFB 22-033/MR Term Contract for Asphalt Products for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County **does not** accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Asphalt Products for Jefferson County
BID NUMBER: IFB 22-033/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, July 13, 2022
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Respondents are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:

June 29th & July 6th, 2022

Examiner: **July 7, 2022**

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.**1.1 BIDS.**

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. If not written within these specifications, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.

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 will 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. 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.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during

such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.

- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

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

SECTION 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 44.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard.

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

b. Applicability.

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

c. Requirements.

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

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

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

Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

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

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

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

1. ACCESS TO RECORDS.

a. Standard.

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

ACCESS TO RECORDS:

The following access to records requirements applies to this contract:

- (1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES.

a. Standard.

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

b. Applicability.

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

3. DHS SEAL, LOGO, AND FLAGS.

a. Standard.

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

b. Applicability.

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

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

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

a. Standard.

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

b. Applicability.

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

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

5. NO OBLIGATION BY FEDERAL GOVERNMENT.

a. Standard.

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

b. Applicability.

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

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

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

a. Standard.

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

b. Applicability.

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

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

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

Meeting contract performance requirements; or 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.”

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

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

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

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

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, July 13, 2022

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

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

All bid 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.

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 has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders 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.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, ASSISTANT PURCHASING AGENT** at: mreeves@co.jefferson.tx.us

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 8, 2022.**

4. VENDOR REGISTRATION (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/RFO/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.

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 bid 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

A sample of a completed FORM 1295 is included on **PAGE 29**.

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.”

Question: Will the date of birth and address provided appear on the TEC’s website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer

whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

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/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE																																					
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 25%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding: 5px;"> 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. </td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	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.																											
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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_____. (month) (year)																																					
_____ Signature of authorized agent of contracting business entity (Declarant)																																					
ADD ADDITIONAL PAGES AS NECESSARY																																					

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor’s liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **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.

11.1.2 **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.

11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

11.8 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.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

Note: For bid 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 Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

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

Bid Number & Name: IFB 22-033/MR Term Contract for Asphalt Products for Jefferson County

Bidder's Company/Business Name: _____

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-033/MR.

SCOPE OF PROJECT:

Vendor shall provide Asphalt Products for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become part of this contract.

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required.

MINIMUM ORDERS ARE NOT ACCEPTABLE.

The County shall reserve the right to waive bid informalities, to reject any or all bids, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material, if applicable, shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material, if applicable and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales and weigh tickets for each truck shall be presented at time of delivery. Reference is made to TXDOT Standard Specifications for measurement of the various items bid. For those items which require measurement by the ton of 2000 pounds dry weight or require a not-to-exceed moisture and/or light hydrocarbon volatiles content in the mixture, the bidder shall determine at the time of weighing, the amount of moisture and/or light hydrocarbon volatiles to be deducted from the net weight to determine the quantity of actual material for which payment is to be made.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Asphalt Products during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the

expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Asphalt Products are listed below.

Asphaltic Products	Grade CRS-2 Emulsion	130,115 gallons
	Grade SSI	2,032 gallons
	Grade AE-P	5,303 gallons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by gallon, as indicated on the bid blank.

Provide quote for each type of asphalt product requested for all three deliver methods described below. It will be the decision of each Jefferson County Precinct as to which delivery method and how much asphalt product is to be purchased on a case by case basis.

1. For direct pickup at the bidder's asphalt storage/production facility. Oil to be transferred into Jefferson County Precinct tanker truck transport. Price for asphalt product pickup shall be quoted as price per gallon.
2. Delivery via bidder's transport tanker truck to onsite Jefferson County Precinct 3 storage tank at Port Arthur Service Center. Price delivery to the delivery point shall be price per gallon.
3. Delivery via bidder's transport tanker truck to various project locations in the field within the Precincts. Material will be transferred from the bidder's transport tanker truck to a Precinct tanker truck. Price for delivery to each of the four (4) County delivery points listed below shall be price per gallon.

Precinct 1	Various Project locations within the Precinct
Precinct 2	Various Project locations within the Precinct
Precinct 3	Various Project locations within the Precinct
Precinct 4	Various Project locations within the Precinct

Texas State Department of Transportation Standard Specification (2014), with any exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax a letter within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

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

Company Name	For clarification of this offer, contact:
Address	Name & Title
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name	
Title	

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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. IFB 22-033/MR, Term Contract for Asphalt Products for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Jefferson County Clerk

BID FORM

I. Asphalt Products – Direct Pick Up at Vendor’s Asphalt Storage/Production Facility		
1. Grade CRS-2 Emulsion		Per gallon
2. Grade SS-1		Per gallon
3. Grade AE-P		Per Gallon
Vendor’s Shipping Point Address:		
Hours of Hopper Operation:		

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
1. Grade CRS-2 Emulsion		Per gallon
2. Grade AE-P		Per Gallon
Vendor’s Shipping Point Address:		
Hours of Hopper Operation:		
Delivery and Return Charge for Tanker:		

III. Asphalt Products – Delivery to Project Location (Location will vary)		
1. Grade CRS-2 Emulsion		Per gallon
2. Grade SS-1		Per gallon
3. Grade AE-P		Per Gallon
Vendor’s Shipping Point Address:		
Hours of Hopper Operation:		
Delivery and Return Charge for Tanker:		
Additional Mileage Cost		

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM

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

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: _____

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

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

Date

REQUIRED FORM

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

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>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <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> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <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> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <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> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid 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	<p>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).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>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.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

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

Did the Prime Contractor/Consultant . . . ?

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

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

 Printed Name of Authorized Representative

 Signature

 Title

 Date

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

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

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

Yes No

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING 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: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

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

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

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

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

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

REQUIRED FORM

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

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

Notary Public in and for
the State of _____

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



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 Invitation for Bids

June 28, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **IFB 22-034/MR Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County**. Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

BID NUMBER: IFB 22-034/MR

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, July 13, 2022

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Respondents are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:
June 29th & July 6, 2022
Examiner **July 7, 2022**

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.**2.1 DESIGN, STRENGTH, AND QUALITY.**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any

part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. If not written within these specifications, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.

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 will 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. 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.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.

"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

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

SECTION 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 44.**

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard.

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

b. Applicability.

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

c. Requirements.

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

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

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

Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

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

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

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

1. ACCESS TO RECORDS.

a. Standard.

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

ACCESS TO RECORDS:

The following access to records requirements applies to this contract:

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

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

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

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

2. CHANGES.

a. Standard.

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

b. Applicability.

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

3. DHS SEAL, LOGO, AND FLAGS.

a. Standard.

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

b. Applicability.

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

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

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

a. Standard.

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

b. Applicability.

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

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

5. NO OBLIGATION BY FEDERAL GOVERNMENT.

a. Standard.

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

b. Applicability.

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

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

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

a. Standard.

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which

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

b. Applicability.

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

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

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

Meeting contract performance requirements; or 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.”

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

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

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

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

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, July 13, 2022

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

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

All bid 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.

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 has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders 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.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, ASSISTANT PURCHASING AGENT** at: mreeves@co.jefferson.tx.us

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, July 8, 2022.**

4. VENDOR REGISTRATION (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/RFO/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.

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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 bid 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

A sample of a completed FORM 1295 is included on **PAGE 29**.

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.”

Question: Will the date of birth and address provided appear on the TEC’s website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have

a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- 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/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
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.			
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; margin-right: 100px;"> (month) (year) </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
 Attention: Accounts Payable
 1149 Pearl Street, 7th floor
 Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **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.

11.1.2 **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.

11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

- 11.8 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.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

Note: For bid 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 Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

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

Bid Number & Name: IFB 22-034/MR Term Contract for Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County

Bidder's Company/Business Name: _____

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-034/MR.

Scope of Project:

- Furnish all labor and materials to install, service, or repair all Electrical Systems as required upon proper authorization by a representative of Jefferson County. Emergency service to be available on a twenty-four (24) hour, seven-day-a week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.

Contractor shall be responsible for the following:

- Furnish all labor, material and/or equipment necessary to repair, service, or install electrical systems.
- Provide emergency service as requested.
- Provide disaster relief during mandatory/voluntary county evacuation as requested.
- Give owner equal or preferential service over all other types of service normally undertaken by a contractor.
- Provide inspection service as requested and provide owner with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.

Jefferson County shall be responsible for the following:

- Notify Contractor when repairs, service or installation is needed.
- Permit contractor's personnel the use of owner's common building maintenance tools, such as ladders, etc.

Detail

- This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays expected. (The hourly rate as stated in the bid should include travel to and from the job.) Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
- Bidder, upon two hours of notification, must be able to supply a minimum of two electricians, when required, skilled in the repair, service and installation of electrical systems.
- Electricians must possess current licensing. **Please submit copy/copies of your current license(s) as electrical contractor(s) in the State of Texas with your bid.**
- Bidder is to be able to supply at fixed hourly rates equipment such as hydraulic lifts, winch, truck and pole line truck.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

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

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

For clarification of this offer, contact:

Name & Title

Phone Fax

E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County. Contract Term: Two (2) years from date of award.

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. IFB 22-034/MR, Term Contract for Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Jefferson County Clerk

BID FORM

Item	Description	Labor Charge Per Hour
1	Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$ _____/hour
2	Apprentice Electrician accompanying Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$ _____/hour
3	Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$ _____/hour
4	Apprentice Electrician accompanying Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$ _____/hour
5	Electrician for emergency service on Sundays and Holidays	\$ _____/hour
6	Apprentice Electrician accompanying Electrician for emergency service on Sundays and Holidays	\$ _____/hour
7	Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	\$ _____/hour
8	Apprentice Electrician accompanying Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	\$ _____/hour
9	Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$ _____/hour
10	Apprentice Electrician accompanying Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$ _____/hour
11	Electrician for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	\$ _____/hour
12	Apprentice Electrician accompanying Electrician for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$ _____/hour

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

BID FORM - CONTINUED

13	Hourly rates for hydraulic lifts	_____ /hour		
14	Hourly rates for winch trucks	_____ /hour		
15	Hourly rates for pole line trucks	_____ /hour		
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	_____ %		
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at _____% markup.	_____ %		
18	Contract fee for permitting \$ _____ per \$100.00 value	\$ _____		

Copy/Copies of current license(s) as electrical contractor(s) in the State of Texas are included with this bid? Yes No

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):	
Addendum 1 _____	Date Received _____
Addendum 2 _____	Date Received _____
Addendum 3 _____	Date Received _____
BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.	

REQUIRED FORM <u>Bidder:</u> Please complete this form and include with bid submission.
--

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: _____

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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
Name and Title of Contractor's Authorized Official <i>(Please Print)</i>
Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<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>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <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> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <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> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <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> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Date</p>		

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid 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 _____ <p align="center">(attach additional forms as necessary)</p>	
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

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

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

Did the Prime Contractor/Consultant . . . ?

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

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

 Printed Name of Authorized Representative

 Signature

 Title

 Date

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING 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: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

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

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

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

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

Notary Public in and for
the State of _____

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



June 10, 2022

Jefferson County
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701
Email: jwest@co.jefferson.tx.us
Tel: 409-835-8793
Attn: Ms. Jamey West, Contract Specialist

RE: Proposal for Asbestos Consulting/Survey Services
Community Development Block Grant
Disaster Recovery (CDBG-DR) Home Buyout/Acquisition Program
Jefferson County
HES Proposal No. 22-350-050

Honesty Environmental Services, Inc. (HES), is pleased to submit the following proposal to perform asbestos surveys for the above referenced project. The asbestos surveys will be performed as specified below, in compliance with the Texas Department of State Health Services (TDSHS) regulations for Asbestos Surveys associated with demolition/renovation projects.

Services shall include, but not be limited to the following:

- Conduct Texas Department of State Health Services (TDSHS) – Approved Asbestos Surveys
- Provide Asbestos Labor & Equipment, Travel Time, and Mileage
- Collect Suspect Material Samples
- Provide TDSHS-Approved Laboratory Polarized Light Microscopy Analysis
- Prepare Field Notes and Documents
- Provide Recommendations
- Prepare Survey Reports and Summary of Findings

HES agrees to proceed with this project as outlined above for the lump sum cost of **\$695.00 per residence.**



Closing

HES appreciates this opportunity to provide our environmental consulting services to Jefferson County. Immediate attention will be given to this project upon receipt of this signed Client Engagement Letter by email at sara@honestyenvironmental.com. Should you have any questions, please contact me at (713) 962-8227. Thank you for the opportunity to be of service to you on this project.

Sincerely,
Honesty Environmental Services, Inc.



Daniel R. Ward
Vice President
TDSHS License 10-5479

CLIENT AUTHORIZATION

Your signature below hereby authorizes **HES** to perform the asbestos testing detailed above. You further agree that the total cost of this project will be due at the completion of testing.

The payment of HES's invoice for performance of the above services is not subject to any contingency (e.g., sale, loan approval, transaction closure) related to the site being investigated. This investigation will begin only upon return of this duly executed authorization to HES.

AGREED TO AND ACCEPTED THIS 28th DAY OF June, 2022 by:

Name: Jeff R. Branick
 Signature: [Handwritten Signature]
 Title: Jefferson County Judge
 Company: Jefferson County, Texas

ATTEST
 DATE

[Handwritten Signature]
6-28-22



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-900851

Date Filed:
06/17/2022

Date Acknowledged:

6/22/2022

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

Honesty Environmental Services, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

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.

Agreement 22-036/JW
Professional Environmental Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hussein, Kamal	Houston, TX United States	X	
	Hussein, Abeer	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Mohammed Hussein, and my date of birth is August 20, 1996.

My address is 14420 West Sylvanfield Drive, Suite 200, Houston, Texas, 77014, USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 20 day of June, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**ADDITIONAL REMARKS SCHEDULE**

AGENCY ADVISOR INSURANCE GROUP LLC		HONESTY ENVIRONMENTAL SERVICES, INC.	
POLICY NUMBER Various		14420 W Sylvanfield Dr	
CARRIER MULTIPLE CARRIERS	NAIC CODE	Ste 200	
		Houston, TX 77014	
		EFFECTIVE DATE: 06/01/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATES OF LIABILITY INSURANCE

As respect General Liability/Excess Liability Policies.

Certificate Holders are Additional Insured per the Commercial General Liability Coverage
 Form PIC-EPAC-300 (12/16) Blanket-on going operations
 Form PIC-EPAC-302 (12/16) Blanket-Completed operations
 Form PIC-EPAC-722 (08/17) Notice of Cancellation Blanket 30 day Certificate Holders on File with Agent

Waiver of Subrogation applies in favor of the Certificate holder per the Commercial
 General Liability Coverage Form PIC-EPAC-708 (12/16) attached to this policy and
 as respects Commercial General Liability.

Coverage is primary and non-contributory and provide for all operations of the named
 insured per the Commercial General Liability Coverage Form PIC-EPAC-704 (12/16)
 attached to this policy.

Excess Liability is a follow-form following the General Liability as well as Professional Liability.

As respects Contractors Pollution Liability - Additional Insured status provided by
 for PIC_EPAC-300 (12/16).

Enviromental Consultant's Professional Liability - Additional Insured status
 provided by Form PIC-EPAC-002 (12/16).

As respects to Business Auto, Professional, Contractors Pollution form and Transportation
 form PIC-EPAC-722 (08/17) provides Notice of Cancellation Blanket 30 day Certificate Holders on File with Agent

As respects Workers' Compensation, Certificate Holder is provided a Waiver of
 Subrogation per Form WC420304B (ed 6-1-14) and 30 day Notice of Cancellation per form WC



As of 6/22/2022
 gw

HONESTY ENVIRONMENTAL SERVICES, INC.

Unique Entity ID SNB8BNATZD64	CAGE / NCAGE 5JT09	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Jul 30, 2022	
Physical Address 14420 W Sylvanfield DR # 200 Houston, Texas 77014-1679 United States	Mailing Address 14420 West Sylvanfield DRIVE, Suite 200 Houston, Texas 77014 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 18	State / Country of Incorporation Texas / United States	URL http://www.honestyenvironmental.com

Registration Dates

Activation Date Jul 1, 2021	Submission Date Jun 30, 2021	Initial Registration Date Jun 23, 2009
---------------------------------------	--	--

Entity Dates

Entity Start Date Jun 11, 1996	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 Unique Entity ID, 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 Unique Entity ID, 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 Unique Entity ID 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 Unique Entity ID 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 Unique Entity ID 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:

No

Entity Types

Business Types

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

Socio-Economic Types

Woman Owned Small Business

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	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	5JT09

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	****5327	(blank)
Financial Institution	Account Number	
GUARANTY BANK & TRUST, N.A.	****1	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
7135592205	ariviere@gnty.com	(blank)

Fax
(blank)

Remittance Address

KAMAL HUSSEIN
Honesty Environmental SERVICES, INC.
14420 West Sylvanfield DRIVE, Suite 200
Houston, Texas 77014
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****4868	Applicable Federal Tax	HONESTY ENVIRONMENTAL SERVICES INC
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2018	Executive Vice President	Jun 30, 2021
Address	Signature	
14420 West Sylvanfield Drive Houston, Texas 77014	KAMAL HUSSEIN	

Points of Contact

Accounts Receivable POC

⌘
Kamal N. Hussein, Mr.

kamal@honestyenvironmental.com
7138565354

Electronic Business

☒
Kamal N. Hussein, Mr.
kamal@honestyenvironmental.com
7138565354

14420 West Sylvanfield Drive
Suite 200
Houston, Texas 77014
United States

Abeer A Hussein, Mrs.
ahussein@honestyenvironmental.com
7138565354

Honesty Environmental SERVICES, INC.
14420 West Sylvanfield DRIVE, Suite 200
Houston, Texas 77014
United States

Government Business

☒
Kamal N. Hussein, Mr.
kamal@honestyenvironmental.com
7138565354

6741 B Satsuma Drive
Houston, Texas 77041
United States

Abeer A. Hussein
ahussein@honestyenvironmental.com
7138565354

Honesty Environmental SERVICES, INC.
14420 West Sylvanfield DRIVE, Suite 200
Houston, Texas 77014
United States

Party Performing Certification POC

☒
Kamal N. Hussein, Mr.
kamal@honestyenvironmental.com
7138565354

14420 West Sylvanfield DRIVE, Suite 200
Houston, Texas 77014
United States

Past Performance

☒
Kamal N. Hussein, Mr.
kamal@honestyenvironmental.com
7138565354

14420 West Sylvanfield DRIVE, Suite 200
Houston, Texas 77014
United States

Abeer A Hussein, Mrs.
ahussein@honestyenvironmental.com
7138565354

Honesty Environmental SERVICES, INC.
14420 West Sylvanfield DRIVE, Suite 200
Houston, Texas 77014
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
(blank)

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

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(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

This entity does not appear in the disaster response registry.

 **Purchasing****Divestment Statute Lists**

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated September 2021*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf] — *Updated November 30, 2021*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf] — *Updated November 30, 2021*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx] — *Updated June 2022*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.xlsx] — *Updated June 2022*
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	US0814651065
BEN & JERRY'S HOMEMADE, INC.		
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLANMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GIENSIDIG FORSIKRINGSSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

Updated September 2021

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

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020.

Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

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

Updated November 2021

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

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

Updated November 2021

List prepared pursuant to chapter 2270 of the Texas Government Code

Designated Foreign Terrorist Organizations

Source - United States Department of State
<https://state.gov/foreign-terrorist-organizations/>

Updated June 2022

Organization Name

Abu Sayyaf Group (ASG)
 HAMAS
 Harakat ul-Mujahidin (HUM)
 Hizballah
 Kurdistan Workers Party (PKK, aka Kongra-Gel)
 Liberation Tigers of Tamil Eelam (LTTE)
 National Liberation Army (ELN)
 Palestine Liberation Front (PLF)
 Palestine Islamic Jihad (PIJ)
 Popular Front for the Liberation of Palestine (PFLP)
 PFLP-General Command (PFLP-GC)
 Revolutionary People's Liberation Party/Front (DHKP/C)
 Shining Path (SL)
 al-Qa'ida (AQ)
 Islamic Movement of Uzbekistan (IMU)
 Real Irish Republican Army (RIRA)
 Jaish-e-Mohammed (JEM)
 Lashkar-e Tayyiba (LeT)
 Al-Aqsa Martyrs Brigade (AAMB)
 Asbat al-Ansar (AAA)
 al-Qaida in the Islamic Maghreb (AQIM)
 Communist Party of the Philippines/New People's Army (CPP/NPA)
 Jemaah Islamiya (JI)
 Lashkar i Jhangvi (LJ)
 Ansar al-Islam (AAI)
 Continuity Irish Republican Army (CIRA)
 Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
 Islamic Jihad Union (IJU)
 Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
 al-Shabaab
 Revolutionary Struggle (RS)
 Kata'ib Hizballah (KH)
 al-Qa'ida in the Arabian Peninsula (AQAP)
 Harakat ul-Jihad-i-Islami (HUJI)
 Tehrik-e Taliban Pakistan (TTP)

Jaysh al-Adl (formerly Jundallah)
Army of Islam (AOI)
Indian Mujahedeen (IM)
Jemaah Anshorut Tauhid (JAT)
Abdallah Azzam Brigades (AAB)
Haqqani Network (HQN)
Ansar al-Dine (AAD)
Boko Haram
Ansaru
al-Mulathamun Battalion (AMB)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)
al-Nusrah Front
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Islamic State's Khorasan Province (ISIS-K)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Al-Qa'ida in the Indian Subcontinent
Hizbul Mujahideen (HM)
ISIS-Bangladesh
ISIS-Philippines
ISIS-West Africa
ISIS-Greater Sahara
al-Ashtar Brigades (AAB)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Islamic Revolutionary Guard Corps (IRGC)
Asa'ib Ahl al-Haq (AAH)
Harakat Sawa'd Misr (HASM)
ISIS-DRC
ISIS-Mozambique
Segunda Marquetalia
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)

**List prepared pursuant to chapter 2270 of the Texas Government Code
Companies Engaging in Scrutinized Business Operations With a Designated
Foreign Terrorist Organization**

Updated June 2022

Company Name
No companies identified

**CONTRACT RENEWAL FOR RFP 18-049/YS
SECURITY SERVICES AND PERSONNEL FOR JEFFERSON
COUNTY**

The County entered into a contract with Allied Universal Security Services for one (1) year, from November 15, 2019 to November 14, extended to December 31, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from December 31, 2021 to December 30, 2022.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:

Allied Universal Security Services



David VanDyke

CURRENT PRICING
RFP 18-049/YS
Security Services and Personnel for Jefferson County

Location	Armed/Unarmed	Schedule of Coverage	Hours
Beaumont Courthouse (New & Historic) 1149 Pearl Street, Beaumont TX	Unarmed	Monday-Friday, 8:00am-5:00pm, Two (2) unarmed officers Monday-Friday 7:30am-4:30pm, One (1) unarmed lead officer One (1) hour unpaid lunch per officer	120
Beaumont Courthouse (New & Historic) 1149 Pearl Street, Beaumont TX	Unarmed	Monday-Friday, 8:00am-5:00pm, Three (3) unarmed officers One(1) hour unpaid lunch per officer	120

Location 1	unarmed/per hour
Security Professional Regular Rate	\$18.02 \$19.14
Security Professional Overtime Rate	\$27.03 \$28.71
Security Professional Holiday Rate	\$27.03 \$28.71
Site Lead Regular Rate	\$20.00 \$21.20
Site Lead Overtime Rate	\$30.00 \$31.80
Site Lead Holiday Rate	\$30.00 \$31.80
Location 2	unarmed/per hour
Security Professional Regular Rate	\$18.02 \$19.14
Security Professional Overtime Rate	\$27.03 \$28.71
Security Professional Holiday Rate	\$27.03 \$28.71

Allied Universal
4345 Phelan Boulevard, Suite 102
Beaumont TX 77707
attn: John Milburn
John.Milburn@aus.com
ph: 409-842-4295
mobile: 224-763-0281

CONTRACT RENEWAL FOR IFB 19-030/YS TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Acme Supply Co., LTD for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from July 12, 2022 to July 11, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Acme Supply Co., LTD



(Name) ZAHKEER SHEIK

**CONTRACT RENEWAL FOR IFB 19-034/YS
TERM CONTRACT FOR HERBICIDES FOR JACK BROOKS
REGIONAL AIRPORT**

The County entered into a contract with Red River Specialties for one (1) year, from August 19, 2019 to August 18, 2020, with an option to renew the contract for up to a five (5) year period.

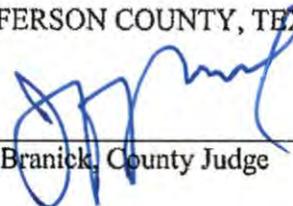
Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from August 19, 2021 to August 18, 2022.

ATTEST:



Laurie Leister, County Clerk

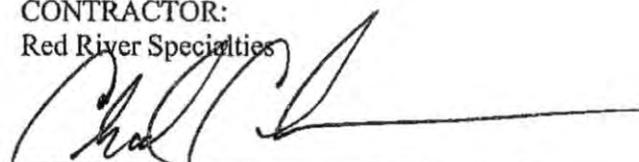
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Red River Specialties



(Name)

CURRENT PRICING**IFB 19-034/YS****Term Contract for Herbicides for Jack Brooks Regional Airport****Awarded: August 19, 2019****Renewal 1: 8/18/2020 – 8/17/2021****updated: 6/28/2022****Renewal 2: 8/17/2021 – 08/16/2022**

Item	Description	Container Size	Brand bid	Price per Container	Vendor
1A	POLARIS or equivalent	2.5 gal.	Polaris	\$122.90 \$187.50	Red River Specialties
1B	POLARIS or equivalent	5 gal. cube		NO BID	
2	Tordon 101 or equivalent	2.5 gal		NO BID	
3A	Roundup or equivalent	2.5 gal	Ranger Pro	\$34.90 \$93.75	Red River Specialties
3A	Roundup or equivalent	5 gal. cube		NO BID	
4	Opensight	1.25 lbs	Opensight	\$105.00 \$111.75	Red River Specialties
5a	Esplanade 200 SC	Quart	Esplanade 200SC	\$325.25 \$348.80	Red River Specialties
5b	Espanade 200 SC	Gallon	Esplanade 200SC	\$2924.80 \$3,168.00	Red River Specialties
6	Oust Extra or equivalent	4 lb.	Oust Extra	\$119.80	Red River Specialties
7	Sunset Sufactant or equivalent	2.5 gal.	RRSI NIS 90-10 Surfactant	\$23.63 \$31.40	Red River Specialties
8A	Plateau or equivalent	2.5 gal	Plateau (1-gal container)	\$118.16 \$125.24	Red River Specialties
8B	Plateau or equivalent	5 gal. cube	Plateau	\$584.75 \$619.83	Red River Specialties
9A	24-D or equivalent	2.5 gal	Weedar 64	\$33.88 \$68.75	Red River Specialties
9B	24-D or equivalent	5 gal. cube		NO BID	
10A	Garlon 4 or equivalent	2.5 gal	Element 4	\$130.00	Morning Star Industries
10B	Garlon 4 or equivalent	5 gal. cube		NO BID	

Morning Star Industries
 PO Box 1266
 Jensen Beach FL 34958
 attn: Steve Cook
steve@morningstarusa.com
 ph: 800-440-6050
 fx: 772-334-7999

Red River Specialties
 1324 North Hearne Avenue, Suite 120
 Shreveport LA 71107
 attn: Chad Chambliss
chad.chambliss@rrsi.com
 ph: 318-226-2604
 fx: 318-227-3032



Nufarm Americas Inc.
11901 S. Austin Ave.
Alsip, IL 60803
Phone: 708-377-1330
Fax: 708-377-1333

June 21, 2022

Chad Chambliss
Bid Manager
Red River Specialties LLC., an Azelis Company
1324 N. Hearne Ave. Ste., 120
Shreveport LA, 71107

Mr. Chambliss

This letter is to inform you that Nufarm's Polaris herbicide price has increased 35.9% between Oct 2, 2019 until June 21, 2022. The price increase is due to multiple reason which include the increased cost of the raw material, the active ingredient cost increasing, packaging and transportation cost have also increased since Oct 2019.

If you need additional information, please contact me.

Sincerely,

Clark Boyd
Nufarm Territory Manager
Clark.boyd@nufarm.com
770.365.0509



To Whom it May Concern:

Red River Specialties is a Bayer authorized distributor for Roundup® Herbicide brands in the United States and Bayer is aware that Red River is the supplier on your herbicide bids for Roundup and/or Ranger Pro brands.

Due to the Covid-19 global pandemic, the stability of the glyphosate herbicide global supply has been negatively affected. Product packaging, labels, raw materials and shipping & labor shortages have led to severe global supply constraints and the global cost to manufacture glyphosate has increased. Global demand of glyphosate has continued to grow, and demand is outweighing manufacturing capability to supply the market. Therefore, Bayer has been forced to raise prices to all Bayer authorized distributors on our Roundup and Ranger Pro Brands. Bayer would like to inform you that there is an additional manufacturer price escalation planned on 1-17-2022. We would like to ask for your consideration in accepting price increases as listed below on your current herbicide bid contracts.

//////////

January 6, 2022

Bayer Environmental Science
Bayer CropScience LP

5000 Centre Green Way, Suite 400
Cary, NC 27513

Tel. 336.944.2234
Michael.Owen@bayer.com

www.backedbybayer.com

Brands	Date and Price		Increases			Per Unit	Price increase total \$
	1/1/2021	3/1/2021	8/1/2021	9/24/2021	1/17/2022		
Roundup Custom ATU (2x2.5 gallon)	\$0.36/ gallon	\$0.94/ gallon	\$3.35/ gallon	\$8.90/ gallon	\$11.65/ gallon	\$25.20/ gallon	
Roundup ProConcentrate (2 x 2.5 gallon)	\$0.37/ gallon	\$0.93/ gallon	\$3.20/ gallon	\$7.90/ gallon	\$9.30/ gallon	\$21.70/ gallon	
Roundup ProMax (2 x 2.5 gallon)	\$0.73/ gallon	\$1.85/ gallon	\$2.00/ gallon	\$0.90/ gallon	\$9.10/ gallon	\$14.58/ gallon	
Roundup QuikPro (6.8 pound)	\$0.23/ pound	\$0.80/ pound	\$2.50/ pound	n/a	\$3.30/ pound	\$6.83/ pound	
Ranger Pro (2 x 2.5 gallon)	\$0.27/ gallon	\$0.60/ gallon	\$2.75/ gallon	\$10.40/ gallon	\$6.00/ gallon	\$20.02/ gallon	
Aquamaster (Bulk)		\$0.94/ gallon	\$3.35/ gallon	\$8.90/ gallon	\$11.30/ gallon	\$24.49/ gallon	

Sincerely,

Michael Owen
Post Patent Business Manager



2021–2022 Land Management Distributor Quality Image Reward Program

Program Intent

This program rewards Corteva Agriscience™ authorized distributors to ensure Capstone®, Cleantraxx®, Freelexx®, HighNoon™, Milestone®, Opensight®, Piper® EZ, SiteVue™ VM, TerraVue® and Vastlan® herbicides continue their success and growth in the marketplace. The program utilizes a "Quality Image Selling Price" (see below) in the 2021 – 2022 market year and accommodates higher individual and localized customizing of the price based on market need. As always, the final determination for pricing of Corteva products for sale by the distributor is the sole discretion of the distributor. This program is not valid in CA or MD.

Program Details

Payments are earned on only those Selling Period volumes reported via EDI where all qualifications have been met. Distributor must report EDI, including customer information and selling price for all sales.

Product	Unit of Measure	Tier 1 Selling Price (min.)	Tier 2 Selling Price (min.)	Tier 1 Earnings per Unit	Tier 2 Earnings per Unit
Cleantraxx®	Gal	\$138.50	\$146.85	\$12.50	\$15.00
Vastlan®	Gal	\$92.00	\$96.80	\$3.00	\$5.00
Freelexx®	Gal	\$23.00	\$29.50	\$1.00	\$1.50
Capstone®	Gal	\$53.20	\$57.30	\$1.75	\$3.50
Opensight®	Lb	\$89.40	\$93.15	\$3.00	\$5.00
Piper® EZ	Gal	\$307.20	\$332.80	\$15.00	\$25.00
Milestone®	Gal	\$305.00	\$320.00	\$10.00	\$25.00
SiteVue™ VM	Gal	\$72.00	\$74.00	\$1.75	\$2.75
TerraVue®	Lb	\$94.00	\$97.50	\$8.50	\$14.00
HighNoon™	4x1 Gal and 2x2.5 Gal	\$88.00	\$90.00	\$1.75	\$2.75
HighNoon™	250 Gal Tote	\$85.50	\$87.50	\$1.75	\$2.75

Note: If an early pay discount is offered by distributor, the selling price for purposes of calculating program payment eligibility will be net of the early pay discount. Accordingly, if the discount (cash, early pay, etc.) drops the selling price below the Tier One Price the customer will forfeit any program payment eligibility during that Selling Period.

Program Details

If during the Selling Period, any sales of participating products fall below the "Quality Image Tier One Selling Price, all distributor reported EDI sales for that selling period will be ineligible for this reward. Distributors must report timely and accurate EDI-reported sales data. Monthly EDI-reported sales must be submitted in the EDI system by the 10th of the following month (i.e. September sales must be reported in EDI by October 10).

There are Three Selling Periods:

Period 1: October 1, 2021 – December 31, 2022

Period 2: January 1, 2022 – April 30, 2022

Period 3: May 1, 2022 – September 30, 2022

Each Selling Period

> Must meet or exceed the Tier 1 Quality Image selling price by formulated product to receive a rebate

Note: Every pound or gallon per Selling Period **MUST** be sold at or above the Tier One price to be eligible for that Selling Period's Quality Image reward and base rebate programs.



6/30/2021

Dear Valued Customer,

Throughout 2021, Eco-Pak has experienced an unprecedented rise in pricing of raw materials, packaging, and freight throughout our vendor network.

As a result, Eco-Pak is announcing price increases on some of our products. Effective July 1, 2021, the following increases will be implemented:

RRSI NIS 4x1 gal – 43%
RRSI 90 4x1 gal – 43%
RRSI NIS 2x2.5 gal – 33%
RRSI 90 2x2.5 gal – 33%

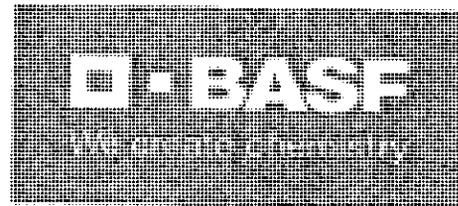
Updated price sheets will be provided. Please direct any questions you may have to your account manager.

Thank you for your continued support and business.

Best Regards,

Christina M. Stanley
Regional Sales Manager
Eco-Pak, LLC

BASF ProVM 2022 Distributor List Price Increase



Effective January 1st – December 31st, 2022

Dear BASF Customer,

We will be implementing a distributor list price increase for all ProVM products starting January 1st, 2022. The price adjustment is due to the continued increase in input cost and global supply constraints.

The price increase will be a 6% pricing average across all BASF ProVM products.

If you have any questions, please contact me for further details.

Thank you,

Luke Barnett

Marketing Manager



Nufarm Americas Inc.
11901 S. Austin Ave.
Alsip, IL 60803
Phone: 708-377-1330
Fax: 708-377-1333

January 10, 2022

Mr. Chad Chambliss
Red River Specialties LLC., an Azelis Company
1324 N. Hearne Ave. Ste., 120
Shreveport LA, 71107

Mr. Chambliss

This letter is to inform you that Red River Specialties, LLC cost on Weedar 64 has increase 82.00% since July 30, 2021. The cost increases are calculated based upon the 2 x 2.5 gal case prices on July 30, 2020 verses January 10, 2022. These cost increases are due to multiple reasons such as raw material cost, import fees and transportation cost.

If you need additional information, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Clark Boyd".

Clark Boyd
Nufarm Territory Manager
Clark.boyd@nufarm.com
770.365.0509

Mistey Reeves

From: Chad Chambliss <Chad.Chambliss@rrsi.com>
Sent: Wednesday, June 22, 2022 9:16 AM
To: Mistey Reeves
Subject: RE: [External] Contract Renewal Letter
Attachments: Jefferson County Renewal Documents.pdf; Jefferson County Price list and letters.pdf

Mistey,

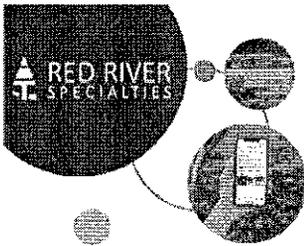
Regarding contract IFB 19-034/YS I have attached the renewal documents and price increase request and manufacturer letters. Contingent upon price increase request being approved we would like to renew. Our costs from the manufacturers have risen significantly in the past couple of years and I have letters attached confirming this also our cost have risen for delivery of products. Fuel and labor have increased as well. Let me know if you need any questions answered regarding my pricing or the manufacturers letters and I will be glad to answer. My info is below.

Thanks,

Chad Chambliss
 Bid Manager

Red River Specialties LLC., an Azelis Company
 Email: chad.chambliss@rrsi.com
 Office: (318)425-5944
 Cell: (409) 224-9332

1324 N. Hearne Ave. Ste., 120 Shreveport LA, 71107
www.rrsi.com



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 Follow us and stay informed!

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Click here to get the links 

#GROWYOURKNOW

From: Mistey Reeves <mreeves@co.jefferson.tx.us>
Sent: Monday, June 20, 2022 9:04 AM
To: Chad Chambliss <Chad.Chambliss@rrsi.com>
Subject: [External] Contract Renewal Letter

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Mr. Chambliss,

Please sign the attached renewal letter and return it to me.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

June 16, 2022

DRC Emergency Services, LLC
111 Veterans Boulevard, Suite 401
Metairie, LA 70005
Attention: Mrs. Kristy Fuentes

Re: (RFP 19-02/YS), Emergency Disaster Assistance Recovery for Jefferson County

Dear Mrs. Fuentes:

Please be advised the above-referenced contract for Jefferson County will expire on **August 5, 2022**. It is requested that your company extend your current contract for an additional 60 days, to expire October 4, 2022.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, June 22, 2022. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: mr



Price Extension Received and Accepted: 6/17/2022
Date

Project Number: RFP 19-022/YS

Contractor: DRC Emergency Services, LLC

Signature:

Print Name and Title: Kristy Fuentes Vice President, Secretary, Treasurer

ATTEST:

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge

**CONTRACT RENEWAL FOR IFB 19-013/YS
TERM CONTRACT FOR ARMORED CAR SERVICE FOR
JEFFERSON COUNTY**

The County entered into a contract with Rochester Armored Car Co., Inc. for one (1) year, from April 1, 2019 to March 31, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 29, 2022 to March 28, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Rochester Armored Car Co., Inc.



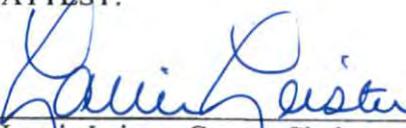
(Name)

**CONTRACT RENEWAL FOR RFP 17-048/YS
AUTOMATED TELLER MACHINES (ATM) INSTALLATION AND
OPERATION FOR JEFFERSON COUNTY**

The County entered into a contract with Citywide ATM for one (1) year, from April 5, 2018 to April 4, 2019, with an option to renew the contract for up to a five (5) year period.

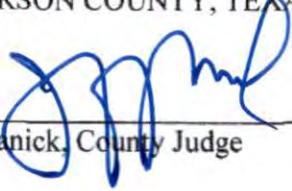
Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from April 1, 2022 to March 31, 2023.

ATTEST:



Laurie Leister, County Clerk

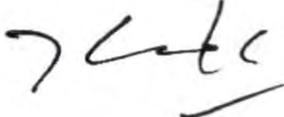
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Citywide ATM



SAIFUDDIN ALI

(Name)

**CONTRACT RENEWAL FOR IFB 19-029/YS
TERM CONTRACT FOR PEST CONTROL SERVICES FOR
JEFFERSON COUNTY**

The County entered into a contract with Aattaboy Termite and Pest Control, Inc. for Jefferson County for one (1) year, from June 17, 2019 to June 16, 2020, with an option to renew the contract for up to a five (5) year period.

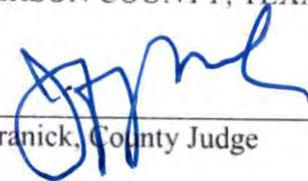
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from July 13, 2022 to July 12, 2023.

ATTEST:



Laurie Leister, County Clerk

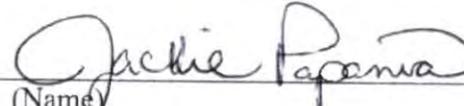
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Aattaboy Termite and Pest Control, Inc.



(Name)

Aattaboy!



Termite & Pest Control, Inc.

"Choose us & find out why our customers say Aattaboy!"

409.722.3134 (Office) 409.722.1018 (Fax)
12151 Hwy 90., Beaumont, TX 77713
TPCL# 11907

June 16, 2022

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

RE: Price Increase

Dear Valued Customer,

This letter serves as a notice regarding the Price increase that Aattaboy Termite & Pest Control, Inc. has put into effect as of June 16, 2022. This increase is related directly to the significant rise in the cost of living we are all experiencing. We here at Aattaboy Termite & Pest Control, Inc. always make it a priority to keep prices fair and affordable for all our customers, that is part of our job. In just this year alone we all have seen or experienced price increases in fuel, food, lumber, many other products and necessities.

Our goal is to keep our customers happy with quality service and continue our thorough services. We are blessed for all the opportunities and take pride having our customers being the best part of Aattaboy.

We hope to continue having you as a valued customer, it has been an honor to serve you.

The following (2) two pages consist of an email cover page from one our Vendors we get product from, I spoke with them about price increase, requested a statement and understand they are experiencing weekly changes as well as their competitors. The last page is the attachment from the email, please review at your convenience.

Thanks for Your Time and Consideration in this Matter,

Jackie Papania
Controller/HR/Co-owner
Aattaboy Termite & Pest Control, Inc.
P O Box 992
Port Neches, Texas 77651
409.722.3134 Office
409.722.1018 Fax
877.671.5550 Toll Free
936.208.2375 Cell



To inform you with supply chain issues, gas, raw material shortages, etc we have been receiving price increases throughout the year. In normal world, we use to receive one price increase a year from the manufacture. Starting 2021, we received two from all manufactures and some three or four price increases in the calendar year. It seems that is the way in 2022 as we have and are receiving a 2nd wave of price increases from all manufactures which is driving prices for up in the pest control market.

Thank you for your business and let me know if you have any questions

Mike Donewar
Outside Sales Representative
1225 North Post Oak
Houston, TX 77055

M: 713.449.9693

Mike.Donewar@target-specialty.com



Connect with us:



target-specialty.com

CURRENT PRICING

IFB 19-029/YS

Term Contract for Pest Control Services for Jefferson County

Awarded: June 17, 2019

Renewal 1: 6/16/2020 – 6/15/2021

Renewal 2: 6/15/2021 – 7/13/2022

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
A	Beaumont					
1	Courthouse – Old Building 1149 Pearl Street Beaumont TX 77701	242,899 Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	\$33.34 \$34.34 \$35.34	\$400.08 \$412.08 \$424.08
2	Courthouse – New Building 1001 Pearl Street Beaumont TX 77701	220,000 Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	\$33.34 \$34.34 \$35.34	\$400.08 \$412.08 \$424.08
3	Sheriff's Department 1001 Pearl Street Beaumont TX 77701	102,745 Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	\$25.00 \$25.75 \$26.75	\$300.00 \$309.00 \$321.00
4	Annex I 1225 Pearl Street Beaumont TX 77701	33,553 Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	\$20.00 \$20.60 \$21.60	\$240.00 \$247.20 \$259.20
5	Annex II 1295 Pearl Street Beaumont TX 77701	25,032 Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	\$13.75 \$14.16 \$15.16	\$165.00 \$169.95 \$181.92
6	Service Center 1295 Pearl Street Beaumont TX 77701	3,848 Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	\$10.00 \$10.30	\$120.00 \$123.60
7	Adult Probation Building 820 Neches Beaumont TX 77701	20,832 Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	\$13.75 \$14.16	\$165.00 \$169.95
8	Jefferson County Women's Center 145 S. 11 th Street Beaumont TX 77702	9,600 Metal	Kim Atkins 409-833- 2391	1:00 pm – 3:30 pm	\$45.00 \$46.35	\$540.00 \$556.20
9	Health & Welfare 1295 Pearl Street Beaumont TX 77701	3,700 Brick	Greg Keller 409-835- 8511	5 pm – 12 midnight	\$10.00 \$10.30	\$120.00 \$123.60

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
10	Precinct # 1 Service Center 20205 Hwy. 90 China TX 77613	7,340	Jody Jannise 409-434- 5430	7:00 am – 4:00 pm, Monday – Thursday	\$10.00 \$10.30 \$16.30	\$120.00 \$123.60 \$195.60
11	Precinct # 4 Service Center 7790 Boyt Road Beaumont TX 77713	20,649 Brick/Block	Kenneth Minkins 409-794- 2444	7:00 am – 4:00 pm, Monday - Thursday	\$10.00 \$10.30 \$15.30	\$120.00 \$123.60 \$183.60
12	Precinct # 4 Stockyard Building 2202 Hebert Road Beaumont TX 77705	627 Wood	Kenneth Minkins 409-794- 2444	7:00 am – 4:00 pm, Monday - Thursday	\$10.00 \$10.30 \$12.30	\$120.00 \$123.60 \$147.60
13	Precinct # 4 Stockyard 2202 Herbert Road Beaumont TX 77705	2,694 Wood	Kenneth Minkins 409-794- 2444	7:00 am – 4:00 pm, Monday - Thursday	\$10.50 \$10.82 \$12.82	\$126.00 \$129.78 \$153.84
Total					\$244.68 \$252.02 \$272.02	\$2,936.16 \$3024.24 \$3,264.27
B Juvenile Justice Center						
1	Minnie Rogers Juvenile Justice Center 5326 Hwy 69 S. Beaumont TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409-722- 7474	After 2:00 pm	\$70.00 \$72.10 \$77.10	\$840.00 \$865.20 \$925.20
Total					\$70.00 \$72.10 \$77.10	\$840.00 \$865.20 \$925.20
C Airport and Mid County Facilities						
1	Jerry Ware Terminal – Jack Brooks Regional Airport 5000 Jerry Ware Drive Beaumont TX 77705	20,000 Brick	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	\$18.00 \$18.54 \$20.54	\$216.00 \$222.48 \$246.48
2	Main Terminal Building – Jack Brooks Regional Airport 6000 Airline Drive Beaumont TX 77705	41,988 Brick	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	\$18.50 \$19.06 \$21.06	\$222.00 \$228.66 \$252.72

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
3	Terminal II Annex – Jack Brooks Regional Airport 5000 Jerry Ware Drive Beaumont TX 77705	3,000 Brick	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	\$15.00 \$15.45 \$17.45	\$180.00 \$185.40 \$209.40
4	New Firehouse – Jack Brooks Regional Airport 5000 Jerry Ware Dr., Suite 100 Beaumont TX 77705	5,794 Brick	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	\$11.67 \$12.02 \$14.02	\$140.04 \$144.24 \$168.24
5	Hangar #7 Office - Jack Brooks Regional Airport 4605 Airport 3 rd Street Beaumont, TX 77705	4,500 Metal	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	\$19.75 \$20.34 \$22.34	\$237.00 \$244.11 \$268.08
6	Maintenance Shop Jack Brooks Regional Airport 4875 Parker Drive Rear Beaumont, TX 77705	1,800 Metal	Alex Rupp 409-719- 4961	7:00 am – 4:00 pm, Monday – Friday	\$19.75 \$20.34 \$22.34	\$237.00 \$244.11 \$268.08
7	Mid County Tax Office 4605 Jerry Ware Drive Beaumont, Texas 77705	2,476 Metal/Brick	Mike Trahan 409-727- 2173	6:15 am – 5:00 pm, Monday - Thursday	\$13.74 \$14.15 \$16.15	\$164.88 \$169.83 \$193.80
8	Mid County Office Building 7933 Viterbo Road Beaumont, Texas 77705	15,000 Metal/Brick	Mike Trahan 409-727- 2173	6:15 am – 5:00 pm, Monday - Thursday	\$18.00 \$18.54 \$20.54	\$216.00 \$222.48 \$246.48
9	JP & Constable Bldg Pct.# 4 19217 Hwy 365 Beaumont, Texas 77705	3800 Brick	Mike Trahan 409-727- 2173	6:15 am – 5:00 pm, Monday - Thursday	\$18.00 \$18.54 \$20.54	\$216.00 \$222.48 \$246.48
10	Precinct # 2 Service Center 7759 Viterbo Road Beaumont TX 77705	14,400 Metal	Mike Trahan 409-727- 2173	6:15 am – 5:00 pm, Monday - Thursday	\$18.00 \$18.54 \$20.54	\$216.00 \$222.48 \$246.48
11	Precinct # 2 Labelle Yard 12911 Hwy 365 Beaumont TX 77705	1,200 Steel & Wood	Bobby Kelly 409-626- 1557	6:15 am – 5:00 pm Monday - Thursday	\$21.00 \$21.63 \$23.63	\$252.00 \$259.56

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
12	Jefferson County Sheriff's Office- Narcotics Division Office 4640 Hangar Drive Beaumont TX 77705	4,500 Metal	Captain Jerry Lowe 409-726- 2950	8:00 am – 5:00 pm By Appointment.	\$18.34 \$18.89 \$20.89	\$220.08 \$226.68 \$250.68
Total					\$209.75 \$216.04 \$240.04	\$2,517.00 \$2592.51 \$2,880.48
D South County Facilities						
1	Subcourthouse 525 Lakeshore Drive Port Arthur TX 77640	19,700 Limestone	Kenneth Shepard 409-983- 8307	5pm – 12 midnight By Appointment.	\$13.33 \$13.73 \$15.73	\$159.96 \$164.76 \$188.76
2	Subcourthouse Maintenance 709 Lakeshore Drive Port Arthur TX 77640	2,000 Brick	Kenneth Shepard 409-983- 8307	5 pm – 12 midnight By Appointment.	\$10.00 \$10.30 \$12.30	\$120.00 \$123.60 \$147.60
3	Health & Welfare 246 Dallas Avenue Port Arthur TX 77640	14,340 Brick	Kenneth Shepard 409-983- 8307	5 pm – 12 midnight By Appointment.	\$13.50 \$13.91 \$15.91	\$162.00 \$166.86 \$190.92
4	Juvenile Probation 900 4 th Street Port Arthur TX 77640	3,740 Brick	Kenneth Shepard 409-983- 8307	5pm – 12 midnight By Appointment.	\$10.00 \$10.30 \$12.30	\$120.00 \$123.60 \$147.60
5	Precinct # 3 Service Center 5700 Jade Avenue Port Arthur TX 77640	7,140 Metal	Jason Castille 409-736- 2851	8:00 am - 5:00 pm By Appointment.	\$18.00 \$18.54 \$20.54	\$216.00 \$222.48 \$246.48
6	Precinct # 3 Stockyard 24420 Hwy 124 Hamshire TX 77622	5,396 Metal	Jason Castille 409-736- 2851	8:00 am - 5:00 pm By Appointment.	\$10.00 \$10.30 \$12.30	\$120.00 \$123.60 \$147.60
7	Precinct # 3 Service Center Storage Shed 5700 Jade Avenue Port Arthur TX 77640	7,500 Metal	Jason Castille 409-736- 2851	8:00 am - 5:00 pm By Appointment.	\$13.75 \$14.16 \$16.16	\$165.00 \$169.95 \$193.92

Item	Location	Area (SqFt)/ Composition	Contact	Service Times	Price per Month	Price per Year
8	Jefferson County Sheriff's Office – Marine Unit 5960 S. 1 st Street Sabine Pass TX 77655	4,071 Hardy Plank (concrete/ Metal Roof)	Captain Jerry Lowe 409-726- 2950	8:00 am – 5:00 pm By Appointment.	\$18.34 \$18.89 \$23.89	\$220.08 \$226.68 \$286.68
Total					\$106.92 \$110.13 \$129.13	\$1,283.04 \$1,321.53 \$1,549.56
					Monthly	Yearly
					\$631.35 \$650.29	\$7,576.20 \$7,803.48
Grand Total					\$718.29	\$8,619.48

Aattaboy Termite and Pest Control, Inc.
 PO Box 992
 1417 Magnolia Avenue, Suite B
 Port Neches TX 77651
 attn: Jackie Papania
jpapania@aattaboy.com
 ph: 409-722-3134
 fx: 409-722-1018



April 27, 2022

Jefferson County, Texas
Attention: Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, Texas 77701

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas (**the "Entity"**), as of September 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

In addition, we will audit the Entity's **compliance over major federal** and state award programs for the period ended September 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Entity's **major federal** and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a **whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report** that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

OFFICE LOCATIONS

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



Accounting principles generally accepted in the United States of America require that the **management's discussion and analysis, budgetary comparison information**, and pension and other postemployment benefit related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for **consistency with management's responses to our inquiries**. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- **Management's Discussion and Analysis.**
- Budgetary Schedules.
- Schedule of Changes in Net Pension Liability and Related Ratios.
- Schedule of Pension Contributions.
- Schedule of Changes in Net Other Post Employment Benefit (OPEB) Liability and Related Ratios.
- Schedule of OPEB Contributions.

Supplementary information other than RSI will accompany the Entity's **basic financial statements**. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Statements and Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Schedule of Expenditures of Federal and State Awards

We will subject the schedule of expenditures of federal and state awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal and state awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It **is management's** responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our **auditors' reports or nine months** after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the audit requirements of the *State of Texas Uniform Grant Management Standards* (UGMS).

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's **internal control**. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Entity's **basic financial statements**. Our report will be addressed to those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Entity's **major federal** and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and UGMS which will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and UGMS and other procedures we consider necessary to enable us to express such an opinion on major federal and state award programs compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and UGMS requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Entity's **compliance based on the audit**. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and UGMS will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Entity's **compliance with the requirements of** the federal and state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and UGMS for the types of compliance requirements that could have a direct and material effect on each of the Entity's **major programs, and performing such other procedures as we** consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and UGMS.

Also, as required by the Uniform Guidance and UGMS, we will obtain an understanding of the Entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Entity's **major federal** and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Entity's **major federal** and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and state programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally and state funded activities;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and UGMS;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the Entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;

7. For identifying and ensuring that the Entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if one is issued. This document would include more than an annual comprehensive financial report (ACFR) or annual financial report (AFR) and;
 - e. If applicable, a final version of the annual report, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the **auditor's report.**
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the Entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal and state awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and UGMS, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal and state awards, (c) to include our report on the schedule of expenditures of federal and state awards in any document that contains the schedule of expenditures of federal and state awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal and state awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal and state awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our **firm, you agree to provide us with printers' proofs or masters for our review and approval before printing.** You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Non-attest Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the Entity in conformity with U.S. generally accepted accounting principles, the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and UGMS based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the Entity as previously outlined.

We will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities.

The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement is limited to our preparation of the financial statements and related note disclosures and the schedule of expenditures of federal and state awards previously outlined. Our firm in its sole professional judgment, reserves the right to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the Entity must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working condition, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	September 2022
Mail confirmations	October 2022
Perform year-end audit procedures	January 2022
Issue audit reports	March 2023

Chris Pruitt is the engagement partner for the audit services specified in this letter. His responsibilities **include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.**

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$67,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a **third-party vendor's secured portal** and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information to verify valuation. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to **such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel**. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become **aware during the period from the date of the auditor's report to the date the financial statements are issued**.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Entity's **significant accounting practices**;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- **Management's consultations with other accountants, if any; and**
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal and state award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

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



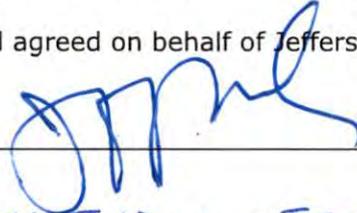
Chris Pruitt, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Jefferson County, Texas by:

Name: _____



Title: COUNTY JUDGE - JEFFERSON COUNTY

Date: 6-28-22



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 25, 2019

To the Partners of
Pattillo Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, an audit performed under FDICIA, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Pattillo Brown & Hill, LLP has received a peer review rating of *pass*.

Haddox Reid Eulank Betts PLLC



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: June 22, 2022

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of a 2019 Ford Fusion VIN 3FA6P0G73KR218323 from Criminal District Court to Service Center as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2019 Ford Fusion	Criminal District Court	3FA6P0G73KR218323	36581	Service Center



Approved by Commissioners' Court: _____

Jefferson County



Precinct Four

Everette "Bo" Alfred
CommissionerP.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html**MEMO**

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred 
DATE: June 20, 2022
RE: Transfer Funds – Out of Series

Please make the following transfer as indicated. Thank you.

- \$14,200 from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of Equipment Repairs.

Thank you.

EA/nr

Jefferson County

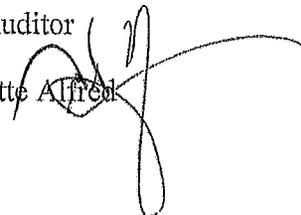


Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Mr. Patrick Swain, Auditor
FROM: Commissioner Everette Alfred 
DATE: June 20, 2022
RE: Purchase of Mower

Please see the attached quote for a Zero Turn Mower (Lazer Z x 60") from All Terrain Equipment Co. This is to replace the mower ordered from Oil City Tractor that was never received. Please purchase this from Contingency.

Thank you.

EA/nr

114-0409-431-6018 \$13,735
120-9999 45-9999(\$13,735)

Q U O T A T I O N

ALL TERRAIN EQUIPMENT CO.
5085 College Street
Beaumont, TX 77707 USA
Phone #: (409)866-1755

PHONE #: (409)434-5400
CELL #:
ALT. #:
P.O.#:
TERMS: Net 10th EOM
SALES TYPE: Quote

DATE: 5/5/2022
ORDER #: 12673
CUSTOMER #: 103881
CP: LayneB
LOCATION: 1
STATUS: Active

BILL TO 103881

JEFFERSON COUNTY PRECINCT 4
7780 BOYT RD
BEAUMONT, TX 77713 US

SHIP TO :

JEFFERSON COUNTY PRECINCT 4
7780 BOYT RD
BEAUMONT, TX 77713 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZX801GKA606A1	LAZER Z X 60" KAW. 25.5 HP FX801V	1	\$16,099.00	\$13,684.15	\$13,684.15
****	DF	DOCUMENTATION FEES	1	\$50.00	\$50.00	\$50.00
****	MISC	BID ASSISTANCE PROGRAM PRICING	1	\$0.00	\$0.00	\$0.00

Prices reflected on this quote/estimate are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect. Estimates on repairs are just estimates. Prices may vary upwards or downwards 20%

SUBTOTAL:	\$13,734.15
TAX:	\$0.00
ORDER TOTAL:	<u>\$13,734.15</u>

BOYT SERVICE
JUN 20 2022
CENTER RECEIVED

Authorized By: _____

Transfer Funds

Cary Erickson <cerickson@co.jefferson.tx.us>

Wed 6/22/2022 2:11 PM

To: 'Fran Lee' <flee@co.jefferson.tx.us>

Cc: Kristen Hancock <khancock@co.jefferson.tx.us>; 'Adan Perez Jr.' <aperez@co.jefferson.tx.us>; Verenice Rosales <vrosales@co.jefferson.tx.us>

Please transfer \$800 from Postage 120-1016-415-4052 to Minor Equipment 120-1016-415-3084 for the purchase of printer, web cam, and USB.

Thanks - Cary

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending May 31, 2022



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

June 15, 2022

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Vernon Pierce
Commissioner Darrell Bush
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of May 31, 2022 together with the results of operations of the budget for the eighth period then ended.

Revenue:

Total budgeted revenue collected for the month ending May 31, 2022 is \$119,903,701. Budgeted Revenues are \$135,814,134 leaving \$15,910,433 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$91,112,769 for the first eight months of the year. This amount represents 98.42% of the budgeted amount of \$92,577,815.

Sales Taxes:

Sixty-two percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$29,580,000.

Page Two

Licenses & Permits:

Sixty-seven percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$403,000 for the year.

Intergovernmental:

Eighty-eight percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,166,084.

Fees:

Seventy-eight percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,342,535 for the year.

Fines and Forfeitures:

Forty-nine percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,575,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of \$142,700 by \$81,073.

Other Revenues:

Thirty-two percent of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$27,000 for the year.

Expenditures:

Overall for the County's budgeted funds, sixty-two percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$150,021,482, which includes General Funds and debt service funds, excluding budgeted transfers of \$2,749,881 for the fiscal year ending September 30, 2022.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal flourish extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING MAY 31, 2022
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending May 31, 2022

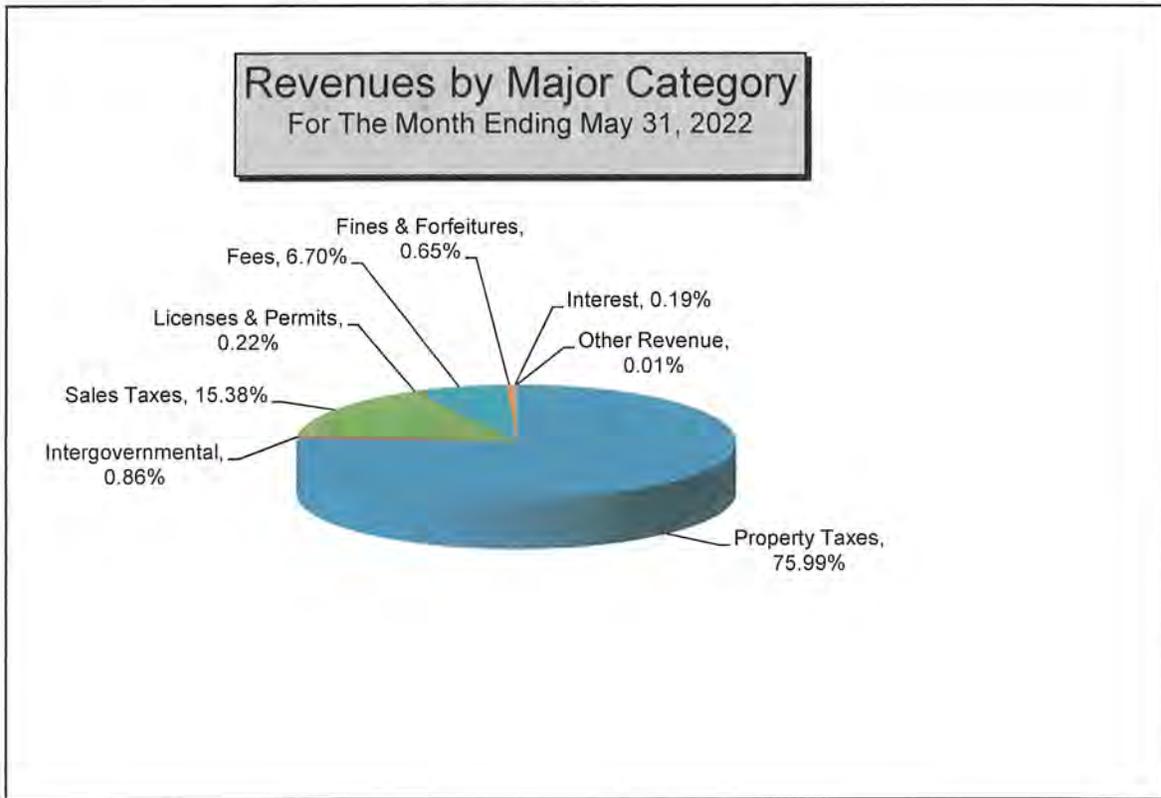
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 89,655,059	43,035,331	8,896,803	5,475,419	1,562,601	540,089	\$ 149,165,302
Receivables & Prepaids	5,030,917	1,221	-	316,075	86,951	-	5,435,164
Intergovernmental Receivables	(174,658)	15,983	-	-	-	-	(158,675)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	730,312	16,842	32,729	-	96,755	-	876,638
Other Assets	-	-	-	-	75,580,451	-	75,580,451
 Total Assets	 \$ <u>95,391,630</u>	 \$ <u>43,069,377</u>	 \$ <u>8,929,532</u>	 \$ <u>5,791,494</u>	 \$ <u>77,326,758</u>	 \$ <u>540,089</u>	 \$ <u>231,048,880</u>
 <u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 6,066,563	733,367	-	-	1,332,259	3,383,113	\$ 11,515,302
Intergovernmental Payables	360	-	-	-	6	-	366
Other Liabilities	4,191,419	627,659	-	298,599	887,744	-	6,005,421
Fund Balance/Equity	<u>85,133,288</u>	<u>41,708,351</u>	<u>8,929,532</u>	<u>5,492,895</u>	<u>75,106,749</u>	<u>(2,843,024)</u>	<u>213,527,791</u>
 Total Liabilities and Fund Balance/Equity	 \$ <u>95,391,630</u>	 \$ <u>43,069,377</u>	 \$ <u>8,929,532</u>	 \$ <u>5,791,494</u>	 \$ <u>77,326,758</u>	 \$ <u>540,089</u>	 \$ <u>231,048,880</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending May 31, 2022

	<u>4/30/2022</u>	<u>Month Ending May 31, 2022</u>				<u>5/31/2022</u>
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In/(Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 473,920	\$ 7,052	\$ 17,832	\$ -	\$ -	\$ 463,140
Road & Bridge Pct. 1	4,876,205	598,018	117,714	-	-	5,356,509
Road & Bridge Pct. 2	1,008,397	598,018	141,072	-	-	1,465,343
Road & Bridge Pct. 3	309,066	598,018	258,193	-	-	648,891
Road & Bridge Pct. 4	3,333,135	600,842	142,480	-	-	3,791,497
Engineering Fund	609,005	10,436	80,896	-	-	538,545
Parks & Recreation	94,435	6,155	10,297	-	-	90,293
General Fund	71,968,546	5,033,753	9,080,085	(11,873)	-	67,910,341
Mosquito Control Fund	1,972,542	15,775	126,933	-	-	1,861,384
Tobacco Settlement Fund	3,005,805	1,540	-	-	-	3,007,345
Total General Funds	87,651,056	7,469,607	9,975,502	(11,873)	-	85,133,288
Total Special Revenue Funds	44,513,806	742,988	3,560,316	11,873	-	41,708,351
Total Capital Project Funds	9,270,653	-	341,121	-	-	8,929,532
Total Debt Service Funds	5,441,260	51,635	-	-	-	5,492,895
Total Enterprise Funds	75,285,735	585,669	764,655	-	-	75,106,749
Total Internal Service Funds	(2,797,438)	1,889,323	1,934,909	-	-	(2,843,024)
Total Balances	\$ 219,365,072	\$ 10,739,222	\$ 16,576,503	\$ -	\$ -	\$ 213,527,791

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ending May 31, 2022

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 91,112,769	\$ 92,577,815	\$ 1,465,046	1.58%
Sales Taxes	18,436,220	29,580,000	11,143,780	37.67%
Licenses & Permits	270,009	403,000	132,991	33.00%
Intergovernmental	1,029,674	1,166,084	136,410	11.70%
Fees	8,036,434	10,342,535	2,306,101	22.30%
Fines & Forfeitures	786,208	1,575,000	788,792	50.08%
Interest	223,773	142,700	(81,073)	-56.81%
Other Revenue	8,614	27,000	18,386	68.10%
	<u>\$ 119,903,701</u>	<u>\$ 135,814,134</u>	<u>\$ 15,910,433</u>	<u>11.71%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending May 31, 2022

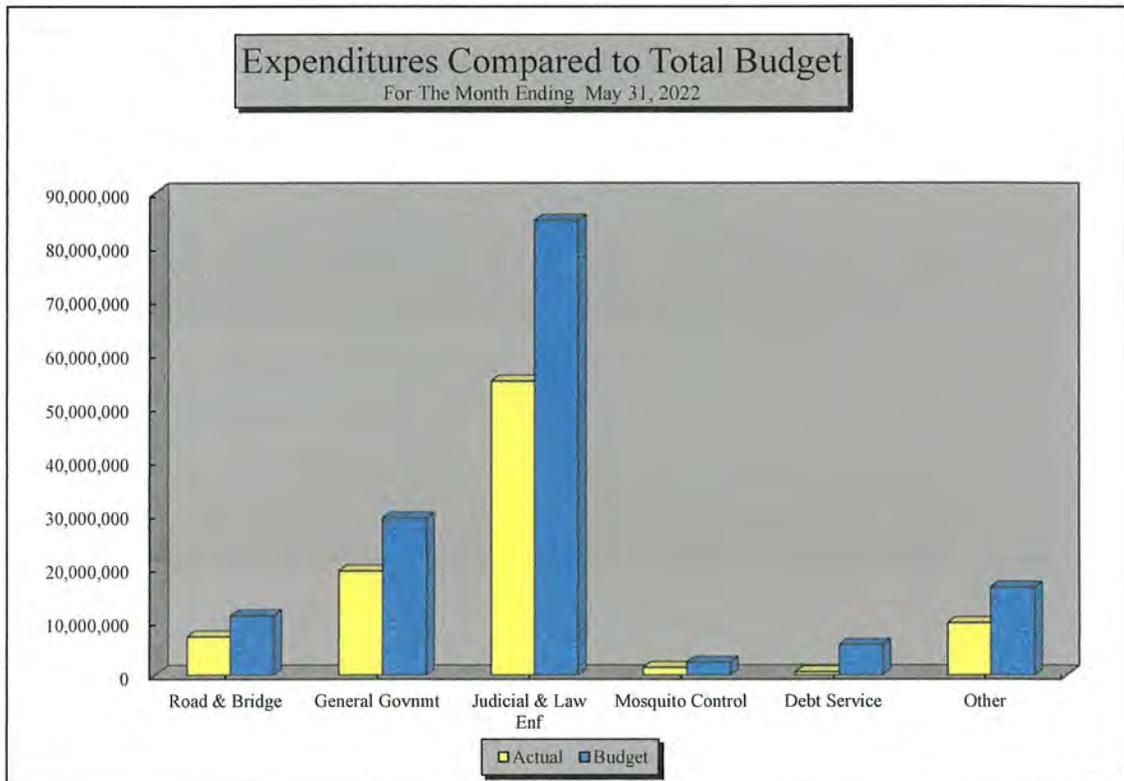
	October 2021						Cumulative		Annual	Unrealized
	-December	January	February	March	April	May	Total	Budget	Balance	
Jury Fund										
Current Taxes	\$ 45,703	\$ 103,859	\$ 39,098	\$ 1,774	\$ 2,552	\$ 1,185	\$ 194,171	\$ 197,734	\$ 3,563	
Delinquent Taxes	991	347	243	132	509	626	2,848	2,878	30	
Jury Fees	14,648	4,195	4,665	4,546	5,775	5,241	39,070	60,000	20,930	
Other Revenue	29,240	68	-	68	19,278	-	48,654	100,300	51,646	
Road & Bridge Pct. 1										
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	742,026	755,638	13,612	
Delinquent Taxes	2,805	983	687	373	1,443	1,773	8,064	8,148	84	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	78,606	-	-	-	534,472	613,078	575,000	(38,078)	
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	330,948	500,000	169,052	
Sales, Rentals & Services	-	-	-	400	437	-	837	-	(837)	
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	101,789	225,000	123,211	
Road & Bridge Pct. 2										
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	742,026	755,638	13,612	
Delinquent Taxes	2,805	983	687	373	1,443	1,773	8,064	8,148	84	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	78,606	-	-	-	534,472	613,078	575,000	(38,078)	
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	330,948	500,000	169,052	
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	101,789	225,000	123,211	
Road & Bridge Pct. 3										
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	742,026	755,638	13,612	
Delinquent Taxes	2,805	983	687	373	1,443	1,773	8,064	8,148	84	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	78,606	-	-	-	534,472	613,078	575,000	(38,078)	
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	330,948	500,000	169,052	
Sales, Rentals & Services	-	-	318	-	-	-	318	-	(318)	
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	101,789	225,000	123,211	
Road & Bridge Pct. 4										
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	742,026	755,638	13,612	
Delinquent Taxes	2,805	983	687	373	1,443	1,773	8,064	8,148	84	
Intergovernmental Revenue	-	-	-	-	-	-	-	8,000	8,000	
Auto Registration Fees	-	78,606	-	-	-	534,472	613,078	575,000	(38,078)	
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	330,948	500,000	169,052	
Sales, Rentals & Services	203,544	661	(99,268)	-	116,401	2,825	224,163	-	(224,163)	
Fines and Forfeitures	27,866	9,858	12,581	14,361	20,749	16,368	101,783	225,000	123,217	
Other Revenue	-	-	-	-	-	-	-	-	-	

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending May 31, 2022

	October 2021						Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	Total	Budget	Balance
Engineering Fund									
Current Taxes	\$ 267,589	\$ 608,083	\$ 228,916	\$ 10,387	\$ 14,944	\$ 6,937	\$ 1,136,856	\$ 1,157,711	\$ 20,855
Delinquent Taxes	3,954	1,385	968	526	2,033	2,499	11,365	11,484	119
Licenses and Permits	750	-	2,000	-	293	800	3,843	3,000	(843)
Sales, Rentals & Services	-	-	-	-	500	200	700	1,000	300
Parks & Recreation									
Current Taxes	9,087	20,651	7,774	353	507	236	38,608	39,316	708
Delinquent Taxes	43	15	10	6	22	27	123	124	1
Sales, Rentals & Services	17,338	4,388	3,494	4,780	7,123	5,892	43,015	80,060	37,045
General Fund									
Current Taxes	18,464,131	41,958,861	15,795,641	716,718	1,031,133	478,671	78,445,155	79,883,216	1,438,061
Delinquent Taxes	297,177	104,092	72,757	39,557	152,834	187,839	854,256	863,189	8,933
Sales Taxes	2,931,490	3,035,025	2,880,398	3,186,792	2,909,282	3,493,233	18,436,220	29,580,000	11,143,780
Other Taxes	-	-	-	-	-	8,614	8,614	27,000	18,386
Licenses and Permits	69,396	36,663	38,533	38,400	45,100	38,074	266,166	400,000	133,834
Intergovernmental Revenue	252,734	29,432	39,065	112,865	406,553	140,371	981,020	1,057,784	76,764
Fees of Office	906,841	306,649	332,541	312,029	345,497	382,259	2,585,816	3,573,610	987,794
Other Sales, Rentals & Svcs.	887,859	(14,082)	(136,719)	199,766	243,971	185,616	1,366,411	2,327,865	961,454
Fines & Forfeitures	80,372	53,758	54,295	47,947	81,462	61,224	379,058	675,000	295,942
Interest	40,076	13,802	34,152	32,688	31,515	57,852	210,085	130,000	(80,085)
Other Revenue	-	-	-	-	-	-	-	-	-
Mosquito Control Fund									
Current Taxes	413,508	939,677	353,746	16,051	23,092	10,720	1,756,794	1,789,022	32,228
Delinquent Taxes	7,997	2,801	1,958	1,065	4,113	5,055	22,989	23,229	240
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund									
Interest	1,503	328	778	784	805	1,540	5,738	4,800	(938)
Debt Service									
Current Taxes	1,314,051	2,986,123	1,124,142	51,007	73,383	34,065	5,582,771	5,488,265	(94,506)
Delinquent Taxes	23,287	8,130	5,563	2,923	11,804	14,766	66,473	66,503	30
Interest	480	453	1,367	1,393	1,453	2,804	7,950	7,900	(50)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-
Total	\$ 27,576,742	\$ 52,292,780	\$ 21,591,946	\$ 5,095,077	\$ 5,825,914	\$ 7,521,242	\$ 119,903,701	\$ 135,814,134	\$ 15,910,433

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 67% of Budget Expended
 For The Month Ending May 31, 2022

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 267,256	\$ 567,274	\$ 300,018	52.89%
Road & Bridge Funds	6,365,335	9,652,831	3,287,496	34.06%
Engineering Fund	739,421	1,299,471	560,050	43.10%
Parks & Recreation Fund	111,726	212,644	100,918	47.46%
General Fund:				
General Government	19,535,547	29,415,359	9,879,812	33.59%
Judicial	13,812,752	21,574,363	7,761,611	35.98%
Law Enforcement	40,810,957	62,706,689	21,895,732	34.92%
Education	249,351	459,866	210,515	45.78%
Health & Welfare	5,158,837	9,287,178	4,128,341	44.45%
Maintenance	2,872,049	4,513,498	1,641,449	36.37%
Other	1,339,450	2,023,889	684,439	33.82%
Mosquito Control Fund	1,423,271	2,397,570	974,299	40.64%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	598,850	5,710,850	5,112,000	89.51%
	<u>\$ 93,484,802</u>	<u>\$ 150,021,482</u>	<u>\$ 56,536,680</u>	<u>37.69%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending May 31, 2022

	October 2021						Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May		Total	Budget	Balance
Jury Fund	\$ 106,368	\$ 17,895	\$ 17,619	\$ 45,053	\$ 47,346	\$ 17,832	\$ 15,143	\$ 267,256	\$ 567,274	\$ 300,018
Road & Brdg Pct. 1	481,308	100,845	110,366	323,412	146,436	117,714	268,732	1,548,813	2,430,829	882,016
Road & Brdg Pct. 2	391,805	116,333	165,732	118,890	303,225	141,072	260,202	1,497,259	2,251,072	753,813
Road & Brdg Pct. 3	491,853	124,290	137,120	128,785	209,484	258,193	274,503	1,624,228	2,456,274	832,046
Road & Brdg Pct. 4	729,381	137,229	(963)	138,142	301,746	142,480	247,020	1,695,035	2,514,656	819,621
Engineering	300,017	79,141	78,015	80,895	116,051	80,896	4,406	739,421	1,299,471	560,050
Parks & Recreation	24,251	7,155	18,955	21,274	15,130	10,297	14,664	111,726	212,644	100,918
Tax Assessor/Coll.	1,111,564	298,105	318,277	308,570	447,619	303,082	8,953	2,796,170	4,537,630	1,741,460
Human Resources	125,429	37,223	37,164	39,705	54,796	37,720	722	332,759	509,503	176,744
County Auditor	480,258	123,538	124,756	121,977	185,461	130,094	2,627	1,168,711	1,715,715	547,004
County Clerk	577,213	110,516	207,757	160,557	236,210	160,682	4,559	1,457,494	2,539,787	1,082,293
County Judge	255,433	70,551	73,125	81,037	112,062	79,183	3,143	674,534	1,030,545	356,011
Risk Management	79,443	23,148	21,256	14,683	20,886	22,743	48	182,207	296,039	113,832
County Treasurer	110,924	31,824	33,173	32,652	47,992	33,374	-	289,939	431,176	141,237
Printing Department	29,530	10,166	9,308	13,232	13,537	9,146	22,545	107,464	161,128	53,664
Purchasing Department	158,196	46,815	46,049	49,241	67,988	48,705	15,799	432,793	639,478	206,685
General Services	3,547,264	941,124	1,682,891	755,695	900,850	841,414	102,779	8,772,017	13,061,955	4,289,938
MIS	1,302,020	164,339	170,798	242,338	267,127	161,611	147,339	2,455,572	3,215,839	760,267
Voter's Registration	67,912	8,026	20,083	11,764	6,910	8,181	-	122,876	206,119	83,243
Elections	280,711	34,678	53,446	195,664	32,723	123,040	22,749	743,011	1,070,445	327,434
District Attorney	1,982,663	573,244	580,180	561,594	844,691	581,906	13,575	5,137,853	7,784,691	2,646,838
District Clerk	572,178	167,946	171,406	170,291	254,700	172,580	5,910	1,515,011	2,259,985	744,974
Criminal Dist. Court	327,143	112,567	133,496	113,005	135,812	110,250	152	932,425	1,613,696	681,271
58th Dist. Court	82,544	23,908	23,962	24,386	35,732	24,477	1,399	216,408	334,885	118,477
60th Dist. Court	89,011	25,986	25,971	25,687	38,285	25,809	1,704	232,453	352,759	120,306
136th Dist. Court	89,491	25,960	25,765	25,743	38,115	26,062	-	231,136	350,653	119,517
172nd Dist. Court	84,607	28,160	24,558	24,549	36,690	24,496	2,024	225,084	339,758	114,674
252nd Dist. Court	245,807	73,965	107,572	85,634	118,047	107,557	(2)	738,580	1,198,108	459,528
279th Dist. Court	118,256	33,663	42,102	31,250	55,566	48,841	184	329,862	480,477	150,615
317th Dist. Court	185,829	56,906	76,747	60,178	93,717	62,878	1,183	537,438	853,261	315,823
J.P. Pct. 1 Pl 1	100,778	28,983	29,352	30,480	46,500	32,756	357	269,206	441,548	172,342
J.P. Pct. 1 Pl 2	113,420	33,459	33,421	33,586	48,787	33,550	579	296,802	441,829	145,027
J.P. Pct. 2	79,878	22,933	23,391	23,340	33,931	23,327	37	206,837	390,871	184,034
J.P. Pct. 4	107,898	31,225	32,118	31,539	46,797	30,124	2,731	282,432	433,137	150,705
J.P. Pct. 6	104,829	29,600	27,826	28,678	44,177	29,707	226	265,043	431,432	166,389
J.P. Pct. 7	102,450	30,035	29,589	29,777	44,052	34,606	132	270,641	426,782	156,141
J.P. Pct. 8	101,059	29,545	28,140	27,637	41,408	30,124	241	258,154	419,914	161,760
Cnty. Court at Law 1	143,961	42,436	42,708	43,373	53,204	34,102	527	360,311	564,082	203,771
Cnty. Court at Law 2	149,602	40,931	61,474	52,051	76,946	50,767	181	431,952	729,176	297,224
Cnty. Court at Law 3	229,360	59,892	69,622	65,424	93,740	67,005	588	585,631	880,727	295,096
Court Master	119,867	34,453	37,214	33,570	45,624	38,353	-	309,081	558,123	249,042

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending May 31, 2022

	October 2021						Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May		Total	Budget	Balance
Dispute Resolution	\$ 62,682	\$ 25,874	\$ 21,914	\$ 20,802	\$ 29,354	\$ 19,392	\$ 394	\$ 180,412	\$ 288,469	\$ 108,057
Comm. Supervision	1,560	124	6,572	520	520	3,554	-	12,850	19,408	6,558
Sheriff's Dept.	4,027,015	1,160,639	1,155,181	1,150,250	1,951,999	1,145,867	97,110	10,688,061	16,225,126	5,537,065
Crime Lab	405,609	93,600	105,963	106,361	148,542	107,565	7,719	975,359	1,693,414	718,055
Jail	8,363,570	2,563,996	3,105,200	3,017,788	3,276,100	2,541,407	559,908	23,427,969	35,586,488	12,158,519
Juvenile Probation	378,171	111,263	113,304	111,190	156,123	104,575	2,530	977,156	1,784,885	807,729
Juvenile Detention	505,494	160,662	159,215	168,908	220,372	163,036	82,389	1,460,076	2,457,441	997,365
Constable Pct. 1	213,294	62,099	65,051	63,260	84,396	59,746	7,480	555,326	869,982	314,656
Constable Pct. 2	125,619	36,335	36,895	35,825	53,411	108,870	10,518	407,473	618,066	210,593
Constable Pct. 4	129,699	36,625	37,662	37,067	56,481	39,489	5,208	342,231	526,675	184,444
Constable Pct. 6	146,983	43,346	44,169	44,221	64,270	45,770	8,886	397,645	629,803	232,158
Constable Pct. 7	137,492	40,564	40,710	40,467	60,937	41,960	1,063	363,193	542,432	179,239
Constable Pct. 8	134,150	39,495	39,714	39,114	57,826	44,579	34,220	389,098	577,969	188,871
County Morgue	110,525	111,909	228,331	13,544	223,586	126,625	-	814,520	1,175,000	360,480
Agriculture Ext.	92,750	30,275	30,364	26,512	39,606	27,766	2,078	249,351	459,866	210,515
Public Health # 1	307,748	83,383	146,132	100,955	141,108	83,175	2,916	865,417	1,527,160	661,743
Public Health # 2	315,119	94,837	100,163	90,343	123,180	81,369	3,166	808,177	1,419,100	610,923
Nurse Practitioner	86,218	25,753	25,778	26,728	38,545	26,987	8,535	238,544	365,532	126,988
Child Welfare	20,673	11,427	9,827	6,542	2,366	4,050	-	54,885	120,000	65,115
Env. Control	96,162	23,630	23,809	24,825	37,120	26,290	-	231,836	461,574	229,738
Ind. Medical Svcs.	291,051	113,853	1,901,367	107,454	130,323	138,115	119,828	2,801,991	5,134,880	2,332,889
Emergency Mgmt.	60,322	19,185	17,580	17,431	26,004	17,465	-	157,987	258,932	100,945
Beaumont Maintenance	464,450	178,405	245,565	188,788	226,726	289,001	467,552	2,060,487	3,274,779	1,214,292
Port Arthur Maint.	170,583	56,323	61,662	58,369	78,940	70,489	132,801	629,167	978,485	349,318
Mid-County Maint.	49,343	18,877	20,302	19,926	24,672	18,447	30,828	182,395	260,234	77,839
Service Center	273,937	93,660	138,999	122,105	128,721	170,236	182,529	1,110,187	1,391,410	281,223
Veteran Service	86,159	25,488	28,217	25,663	37,632	26,008	96	229,263	348,165	118,902
Mosquito Control	349,447	90,106	259,772	89,091	141,619	126,933	366,303	1,423,271	2,397,570	974,299
Tobacco Settlement	200,000	-	-	-	-	-	-	200,000	200,000	-
Debt Service Funds	-	598,350	-	-	500	-	-	598,850	5,710,850	5,112,000
Contingency	-	-	-	-	-	-	-	-	284,314	284,314
Total	\$ 33,387,336	\$ 9,938,821	\$ 13,120,959	\$ 10,159,387	\$ 13,321,079	\$ 9,975,502	\$ 3,581,718	\$ 93,484,802	\$ 150,021,482	\$ 56,536,680

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending May 31, 2022

Issue	Beginning Amount Outstanding	2021-2022 Requirements				2021-2022 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 16,925,000	\$ 3,965,000	\$ 670,450	\$ 2,500	\$ 4,637,950	\$ -	\$ 335,225	\$ 1,900	\$ 337,125	\$ 16,925,000
2019 Certificates of Obligation	14,370,000	550,000	520,400	2,500	1,072,900	-	260,200	1,525	261,725	14,370,000
	<u>\$ 31,295,000</u>	<u>\$ 4,515,000</u>	<u>\$ 1,190,850</u>	<u>\$ 5,000</u>	<u>\$ 5,710,850</u>	<u>\$ -</u>	<u>\$ 595,425</u>	<u>\$ 3,425</u>	<u>\$ 598,850</u>	<u>\$ 31,295,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending May 31, 2022

Fund	Transfers In	Transfers Out
120 General Fund	-	542,113 (a)
120 General Fund	-	230,128 (b)
230 Community Supervision Fund	-	35,643 (a)
239 Drug Diversion Program	35,643 (a)	-
241 Sheriff Department Grants	1,609 (b)	-
245 Crime Victim's Clearing	120,194 (b)	-
257 Auto Theft Grant	24,377 (b)	-
282 VAWA Fund	24,309 (b)	-
550 SETEC Fund	542,113 (a)	-
865 Marine Division	-	118,150 (b)
876 Sheriff-Spindletop Grant	59,639 (b)	-
884 2020 Port Security Grant	108,165 (b)	-
884 2021 Port Security Grant	9,985 (b)	-
	<u>\$926,034</u>	<u>\$926,034</u>

(a) Budgeted Transfer

(b) Grant Match

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	173.80	496535	173.80**
ROAD & BRIDGE PCT.#1			
AT&T	68.14	496378	
VULCAN MATERIALS CO.	6,895.33	496387	
VERIZON WIRELESS	76.04	496410	
MARTIN PRODUCT SALES LLC	35,442.45	496437	
P SQUARED EMULSION PLANTS, LLC	807.00	496502	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	43,387.96**
ROAD & BRIDGE PCT.#2			
BUMPER TO BUMPER	221.16	496431	
CENTERPOINT ENERGY RESOURCES CORP	52.78	496432	
NEW WAVE WELDING TECHNOLOGY	7.75	496442	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	380.69**
ROAD & BRIDGE PCT. # 3			
DYNAMIC POWER SYSTEM, INC.	569.10	496334	
FARM & HOME SUPPLY	2.99	496337	
ENTERGY	299.50	496347	
PHILPOTT MOTORS, INC.	500.00	496362	
S.E. TEXAS BUILDING SERVICE	65.00	496377	
TAC - TEXAS ASSN. OF COUNTIES	230.00	496382	
SUPERIOR SUPPLY & STEEL	320.00	496401	
VERIZON WIRELESS	37.99	496410	
SMITTY'S HAMSHIRE GULF	15.00	496487	
GERALD T PELTIER JR	200.00	496507	
CHARTER COMMUNICATIONS	142.23	496547	
ODP BUSINESS SOLUTIONS, LLC	375.67	496552	
MUNRO'S UNIFORM SERVICES, LLC	48.30	496554	2,805.78**
ROAD & BRIDGE PCT.#4			
TAC - TEXAS ASSN. OF COUNTIES	275.00	496383	
JASON'S DELI	1,468.40	496400	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
ODP BUSINESS SOLUTIONS, LLC	427.28	496552	2,269.68**
ENGINEERING FUND			
INSIGHT PUBLIC SECTOR INC	514.93	496473	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	496521	
ODP BUSINESS SOLUTIONS, LLC	387.51	496552	1,177.44**
PARKS & RECREATION			
RITTER @ HOME	139.99	496368	
SUPERIOR WASTE SOLUTIONS LLC	627.90	496512	767.89**
GENERAL FUND			
JEFFERSON CTY. CLERK			
	2,237.48	496314	2,237.48*
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES			
UNITED STATES POSTAL SERVICE	508.64	496415	
ROCHESTER ARMORED CAR CO INC	378.40	496452	
MICHELLE FARNIE	257.00	496463	
ALICIA MONK	1,224.86	496474	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	496521	
ODP BUSINESS SOLUTIONS, LLC	823.41	496552	3,588.45*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	170.00	496361	

NAME	AMOUNT	CHECK NO.	TOTAL
PINNACLE MEDICAL MANAGEMENT CORP	55.00	496363	
UNITED STATES POSTAL SERVICE	1.38	496415	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	283.00	496485	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	608.38*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	1.45	496415	
RHONDA BRODE	54.52	496420	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	496521	
ODP BUSINESS SOLUTIONS, LLC	121.17	496552	388.14*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	218.25	496415	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	496521	
FUNCTION4	695.72	496546	1,322.97*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	3.69	496415	
ROCKY LAWDERMILK	1,350.00	496424	
J.T. HAYNES	500.00	496436	
GRACE NICHOLS	450.00	496444	
HARVEY L WARREN III	2,700.00	496451	
THOMSON REUTERS-WEST	129.50	496466	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
BRADLEY LAW FIRM	500.00	496525	
THE BRINKLEY LAW FIRM, PC	1,000.00	496539	6,732.19*
RISK MANAGEMENT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	99.00*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	79.23	496415	79.23*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	496441	
LINDENMEYR MUNROE	1,000.00	496528	1,499.00*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	713.50	496335	
STATE COMPTROLLER OF PUBLIC ACCOUNT	375.00	496379	
UNITED STATES POSTAL SERVICE	4.20	496415	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
ODP BUSINESS SOLUTIONS, LLC	86.23	496552	1,277.93*
GENERAL SERVICES			
SPINDLETOP MHMR	34,666.91	496355	
ADVANCED STAFFING	97.50	496392	
ROCHESTER ARMORED CAR CO INC	6,356.94	496452	
BOSWORTH PAPERS	3,142.70	496531	
CHARTER COMMUNICATIONS	227.40	496548	
SOUTHEAST TEXAS FLOOD CONTROL	15,000.00	496560	59,491.45*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	26.04	496396	
VERIZON WIRELESS	75.98	496410	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
STEEPMEADOW SOLUTIONS, LLC	3,506.64	496542	
ODP BUSINESS SOLUTIONS, LLC	280.48	496552	3,988.14*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	199.93	496415	199.93*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
RYDER TRANSPORTATION SERVICES	5.76	496319	
DEPARTMENT OF INFORMATION RESOURCES	.10	496399	
PV RENTALS LLC	3,819.70	496483	
ZION HILL MISSIONARY BAPTIST CHURCH	650.00	496511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	4,574.56*
DISTRICT ATTORNEY			
FED EX	13.54	496339	
TEXAS DISTRICT & COUNTY ATTY ASSN.	700.00	496385	
JAMES ARCENEUX	291.76	496411	
UNITED STATES POSTAL SERVICE	72.31	496415	
MCM ELEGANTE HOTEL	216.20	496434	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	496479	
FUNCTION 4 LLC	395.00	496490	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	496521	
ODP BUSINESS SOLUTIONS, LLC	189.26	496552	2,457.07*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	280.21	496415	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
AERIALINK, LLC	179.19	496526	
CHAPMAN VENDING	103.80	496535	662.20*
CRIMINAL DISTRICT COURT			
JOHN D WEST	900.00	496403	
UNITED STATES POSTAL SERVICE	.53	496415	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	496521	1,098.53*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	114.00	496466	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	213.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	23.81	496415	
SIERRA SPRING WATER CO. - BT	45.41	496417	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	168.22*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.82	496415	1.82*
172ND DISTRICT COURT			
DELL MARKETING L.P.	1,550.16	496333	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	1,649.16*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	595.00	496346	
UNITED STATES POSTAL SERVICE	15.52	496415	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
ODP BUSINESS SOLUTIONS, LLC	92.18	496552	801.70*
279TH DISTRICT COURT			
ANITA F. PROVO	247.50	496366	
TEXAS ASSN. FOR COURT ADMINISTRATIO	350.00	496384	
GERMER PLLC	1,090.40	496397	
DONEANE E. BECKCOM	220.00	496422	
JOEL WEBB VAZQUEZ	330.00	496429	
KIMBERLY PHELAN, P.C.	4,650.00	496435	
TONYA CONNELL TOUPS	275.00	496440	
LINDSAY LAW FIRM, PLLC	1,485.00	496454	
BRITTANIE HOLMES	330.00	496461	
WILLIAM FORD DISHMAN	440.00	496468	
MATUSKA LAW FIRM	220.00	496472	
PATRICIA VELASCO	230.00	496482	
THE PARDUE LAW FIRM, PLLC	110.00	496516	

NAME	AMOUNT	CHECK NO.	TOTAL
SHELANDER LAW OFFICE	1,500.00	496536	
WALDENREYNARD, PLLC	550.00	496541	
317TH DISTRICT COURT			12,027.90*
ALISA RAUMAKER, CSR	83.70	496321	
CATHERINE BRUNEY	700.00	496350	
KEVIN PAULA SEKALY PC	1,050.00	496372	
GLEN M. CROCKER	450.00	496421	
DONEANE E. BECKCOM	300.00	496422	
JOEL WEBB VAZQUEZ	1,050.00	496429	
KIMBERLY PHELAN, P.C.	300.00	496435	
ALLEN PARKER	150.00	496450	
BRITTANIE HOLMES	150.00	496461	
MATUSKA LAW FIRM	225.00	496472	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
JUSTICE COURT-PCT 1 PL 1			4,557.70*
UNITED STATES POSTAL SERVICE	19.96	496415	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
JUSTICE COURT-PCT 1 PL 2			118.96*
CDW COMPUTER CENTERS, INC.	253.50	496396	
UNITED STATES POSTAL SERVICE	24.64	496415	
JUSTICE COURT-PCT 2			278.14*
ODP BUSINESS SOLUTIONS, LLC	218.71	496552	
JUSTICE COURT-PCT 4			218.71*
DEPARTMENT OF INFORMATION RESOURCES	.08	496399	
ODP BUSINESS SOLUTIONS, LLC	210.53	496552	
JUSTICE COURT-PCT 6			210.61*
UNITED STATES POSTAL SERVICE	33.42	496415	
SIERRA SPRING WATER CO. - BT	80.80	496418	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
JUSTICE COURT-PCT 7			213.22*
DEPARTMENT OF INFORMATION RESOURCES	.19	496399	
JUSTICE OF PEACE PCT. 8			.19*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
COUNTY COURT AT LAW NO.1			99.00*
UNITED STATES POSTAL SERVICE	8.30	496415	
THOMSON REUTERS-WEST	57.00	496466	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
COUNTY COURT AT LAW NO. 2			164.30*
A. MARK FAGGARD	300.00	496336	
JOHN E MACEY ATTORNEY AT LAW PLLC	300.00	496358	
JOHN D WEST	400.00	496403	
UNITED STATES POSTAL SERVICE	8.76	496415	
JOEL WEBB VAZQUEZ	400.00	496429	
LAURIE PEROZZO	250.00	496448	
MATUSKA LAW FIRM	300.00	496472	
JARED GILTHORPE	250.00	496476	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
CARRIER & ALLISON LAW GROUP PC	250.00	496524	
THE WALKER LAW FIRM	250.00	496537	
COUNTY COURT AT LAW NO. 3			2,807.76*
DONALD BOUDREAUX	250.00	496325	

NAME	AMOUNT	CHECK NO.	TOTAL
A. MARK FAGGARD	400.00	496336	
MARVA PROVO	500.00	496365	
NATHAN REYNOLDS, JR.	250.00	496367	
JOHN D WEST	550.00	496403	
UNITED STATES POSTAL SERVICE	2.31	496415	
SIERRA SPRING WATER CO. - BT	26.93	496416	
JOEL WEBB VAZQUEZ	1,150.00	496429	
LAURIE PEROZZO	300.00	496448	
MATUSKA LAW FIRM	250.00	496472	
THE WALKER LAW FIRM	250.00	496537	
COURT MASTER			3,929.24*
UNITED STATES POSTAL SERVICE	1.59	496415	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
ODP BUSINESS SOLUTIONS, LLC	98.23	496552	
MEDIATION CENTER			198.82*
UNITED STATES POSTAL SERVICE	.46	496415	
COMMUNITY SUPERVISION			.46*
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	496521	
SHERIFF'S DEPARTMENT			396.00*
CHUCK'S WRECKER SERVICE	440.00	496329	
FAST SIGNS, INC.	3,591.00	496338	
FED EX	5.98	496342	
DEPARTMENT OF INFORMATION RESOURCES	537.35	496399	
VERIZON WIRELESS	3,457.09	496409	
UNITED STATES POSTAL SERVICE	994.83	496415	
RITA HURT	1,925.00	496457	
GALLS LLC	580.25	496481	
THE MONOGRAM SHOP	105.50	496491	
COVENANT TACTICAL LLC	12,390.00	496510	
ERAD GROUP INC	1,500.00	496513	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	496521	
ODP BUSINESS SOLUTIONS, LLC	531.34	496552	
CRIME LABORATORY			26,553.34*
AGILENT TECHNOLOGIES	84.58	496320	
FED EX	23.63	496343	
THREADS	308.00	496413	
AIRGAS USA, LLC	231.67	496500	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
JAIL - NO. 2			746.88*
BOB BARKER CO., INC.	828.10	496323	
CARDINAL GLASS, INC.	59.75	496328	
CITY OF BEAUMONT - WATER DEPT.	20,619.31	496330	
JACK BROOKS REGIONAL AIRPORT	811.30	496352	
M&D SUPPLY	180.18	496357	
MCNEILL INSURANCE AGENCY	71.00	496360	
SHERWIN-WILLIAMS	483.60	496375	
WHOLESALE ELECTRIC SUPPLY CO.	429.98	496389	
SERVICE GRAPHICS	212.00	496391	
DEPARTMENT OF INFORMATION RESOURCES	.44	496399	
SHI GOVERNMENT SOLUTIONS, INC.	1,443.96	496419	
LOWE'S HOME CENTERS, INC.	312.14	496423	
PLATEPASS LLC	23.50	496447	
WORLD FUEL SERVICES	1,732.14	496449	
EMERGENCY POWER SERVICE	720.00	496458	
INDUSTRIAL & COMMERCIAL MECHANICAL	324.98	496460	
MATERA PAPER COMPANY INC	8,162.54	496465	
GALLS LLC	1,537.65	496481	
LASALLE CORRECTIONS VI LLC	37,312.00	496499	
ES OPCO USA LLC	731.51	496517	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	496521	
ODP BUSINESS SOLUTIONS, LLC	439.94	496552	
JUVENILE PROBATION DEPT.			77,254.02*

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	245.15	496341	
VERIZON WIRELESS	52.75	496410	
UNITED STATES POSTAL SERVICE	16.72	496415	
SHERONDA LEE	217.62	496495	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	496521	
ODP BUSINESS SOLUTIONS, LLC	119.37	496552	948.61*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	3,828.76	496330	
S.E. TEXAS BUILDING SERVICE	2,600.00	496377	
BEN E KEITH COMPANY	199.31	496428	
CENTERPOINT ENERGY RESOURCES CORP	179.07	496432	
ATTABOY TERMITE & PEST CONTROL	72.10	496446	
A1 FILTER SERVICE COMPANY	183.79	496456	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
FLOWERS BAKING COMPANY OF HOUSTON	63.07	496556	7,225.10*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	496410	
UNITED STATES POSTAL SERVICE	49.97	496415	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	376.91*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	611.55	496353	
VERIZON WIRELESS	113.97	496410	725.52*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	496410	113.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	496410	
UNITED STATES POSTAL SERVICE	5.99	496415	
THOMSON REUTERS-WEST	129.50	496466	249.46*
CONSTABLE PCT. 7			
AT&T	34.07	496378	
VERIZON WIRELESS	113.97	496410	148.04*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	496410	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
ODP BUSINESS SOLUTIONS, LLC	7.49	496552	220.46*
AGRICULTURE EXTENSION SVC			
DAVID OATES	300.00	496484	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	496521	
HALLEE M SEWELL	163.22	496540	674.22*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	496326	
CLAYBAR FUNERAL HOME, INC.	1,500.00	496331	
CLAYBAR HAVEN OF REST	1,040.00	496412	
UNITED STATES POSTAL SERVICE	21.34	496415	
RACHEL DRAGULSKI	93.60	496425	
CRYSTAL LETMAN-JENKINS	21.06	496478	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	496521	
EZEA D EDE MD	3,245.08	496522	7,619.08*
HEALTH AND WELFARE NO. 2			
ENTERGY	70.00	496348	
VICKIE MCINTYRE	499.59	496390	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	496521	
EZEA D EDE MD	3,245.08	496522	4,012.67*
NURSE PRACTITIONER			

NAME	AMOUNT	CHECK NO.	TOTAL
SERVET MUHITTIN SATIR	1,000.00	496534	1,000.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	99.00*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.18	496410	
CARDINAL HEALTH 110 INC	32,055.01	496467	32,095.19*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	13,715.67	496330	
W.W. GRAINGER, INC.	257.30	496345	
SANITARY SUPPLY, INC.	2,449.77	496371	
AT&T	4,603.18	496378	
SERVICE GRAPHICS	226.00	496391	
COASTAL SPRINKLER COMPANY	9,946.00	496393	
DEPARTMENT OF INFORMATION RESOURCES	902.96	496399	
OTIS ELEVATOR COMPANY	11,000.00	496427	
ATTABOY TERMITE & PEST CONTROL	176.80	496446	
WASTEWATER TRANSPORT SERVICES LLC	279.17	496475	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	68.85	496480	
CINTAS CORPORATION	115.80	496486	
ADVANTAGE INTERESTS INC	432.00	496493	
REXEL USA INC	175.60	496496	
AT&T CORP	5,394.17	496530	
ODP BUSINESS SOLUTIONS, LLC	173.56	496552	49,916.83*
MAINTENANCE-PORT ARTHUR			
ELECTRICAL SPECIALTIES, INC.	4,500.00	496317	
BEAUMONT TRACTOR COMPANY	12.55	496324	
S.E. TEXAS BUILDING SERVICE	8,774.98	496377	
WHOLESALE ELECTRIC SUPPLY CO.	120.74	496389	
HOWARD'S AUTO SUPPLY	299.42	496394	
DEPARTMENT OF INFORMATION RESOURCES	4.24	496399	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,359.97	496470	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	225.94	496480	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
PREFERRED FACILITIES GROUP-USA, LLC	2,319.13	496533	
CHARTER COMMUNICATIONS	460.18	496549	
PARKER'S BUILDING SUPPLY	13.49	496558	18,189.64*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	19.77	496368	
SETZER HARDWARE, INC.	8.99	496373	
ACE IMAGEWEAR	37.22	496374	
CENTERPOINT ENERGY RESOURCES CORP	85.82	496432	
CUSTOM FLOOR DESIGN	3,370.00	496505	3,521.80*
SERVICE CENTER			
J.K. CHEVROLET CO.	4,630.31	496351	
KINSEL FORD, INC.	2,356.94	496354	
PHILPOTT MOTORS, INC.	369.63	496362	
AUTO TRIM EXPRESS	150.00	496402	
JEFFERSON CTY. TAX OFFICE	7.50	496404	
JEFFERSON CTY. TAX OFFICE	7.50	496405	
JEFFERSON CTY. TAX OFFICE	7.50	496406	
JEFFERSON CTY. TAX OFFICE	7.50	496407	
JEFFERSON CTY. TAX OFFICE	7.50	496408	
BUMPER TO BUMPER	1,204.30	496431	
MIGHTY OF SOUTHEAST TEXAS	171.60	496455	
ADVANCE AUTO PARTS	285.84	496462	
MIDNIGHT AUTO	1,452.13	496489	
THIS GUYS TOOLS, LLC	691.80	496503	
TWIN CITY HONDA	28.12	496532	
MUNRO'S UNIFORM SERVICES, LLC	64.89	496554	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	39.38	496557	11,482.44*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	99.00*
MOSQUITO CONTROL FUND			361,631.74**
JACK BROOKS REGIONAL AIRPORT	615.75	496352	
PHILPOTT MOTORS, INC.	13.52	496362	
SETZER HARDWARE, INC.	32.37	496373	
CENTERPOINT ENERGY RESOURCES CORP	39.15	496432	
LJA ENGINEERING INC	260.00	496459	
O'REILLY AUTO PARTS	37.40	496498	
CY-FAIR TIRE	30.95	496506	
MUNRO'S UNIFORM SERVICES, LLC	75.19	496554	
AERO PERFORMANCE	521.77	496555	1,626.10**
BREATH ALCOHOL TESTING			
ALCOHOL TESTING ALLIANCE	555.00	496426	555.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,131.50	496514	
MARY BEVIL	20.00	496515	1,151.50**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	422.46	496466	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	521.46**
ENVIRONMENTAL GRANTS/H2O			
ANGELA CARAWAY	140.00	496559	140.00**
EMPG GRANT			
PORT ARTHUR NEWS, INC.	689.00	496364	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	496521	964.00**
JUVENILE PROB & DET. FUND			
S.E. TEXAS BUILDING SERVICE	8,350.00	496377	
VERIZON WIRELESS	70.06	496410	8,420.06**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	954.18	496353	
SAM HOUSTON STATE UNIVERSITY	150.00	496369	1,104.18**
COMMUNITY SUPERVISION FND			
CORRECTIONAL COUNSELING, INC.	1,448.24	496315	
CASH ADVANCE ACCOUNT	1,893.94	496353	
SAM HOUSTON STATE UNIVERSITY	530.00	496370	
DEPARTMENT OF INFORMATION RESOURCES	41.37	496399	
VERIZON WIRELESS	32.08	496410	
UNITED STATES POSTAL SERVICE	54.62	496415	
REDWOOD TOXICOLOGY LABORATORY, INC	446.75	496439	
JCCSC	60.00	496453	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	4,606.00**
JEFF. CO. WOMEN'S CENTER			
TDCJ - CASHIERS OFFICE	300,599.38	496327	300,599.38**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	1,248.20	496353	1,248.20**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	41.05	496357	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	140.05**
DRUG DIVERSION PROGRAM			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	99.00**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	716.00	496477	716.00**
LAW OFFICER TRAINING GRT			
COVENANT TACTICAL LLC	4,267.50	496510	4,267.50**
DEPT STATE HEALTH GRANT			
IMELDA TRISTAN	4,300.00	496543	
MARCUS LAMBERT	4,300.00	496544	8,600.00**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	1,550.16	496333	
VERIZON WIRELESS	230.40	496410	
TYLER TECHNOLOGIES INC	11,628.56	496508	13,409.12**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,635.77	496347	
SUTHERLAND LUMBER CO.	723.78	496381	
ULINE SHIPPING SUPPLY SPECIALI	203.48	496386	
DEPARTMENT OF INFORMATION RESOURCES	1.23	496399	
ALLIANCE MECHANICAL SERVICES	265.00	496430	
GRINNELL COMPUTERS	285.99	496488	
AT&T CORP	265.00	496530	
MUNRO'S UNIFORM SERVICES, LLC	340.70	496554	3,720.95**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	496521	198.00**
CAPITAL PROJECTS FUND			
FREESE AND NICHOLS, INC	23,814.50	496538	23,814.50**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	9,000.00	496469	9,000.00**
AIRPORT FUND			
SPIDLE & SPIDLE	1,122.97	496318	
FJORD AVIATION FUELING	128.37	496322	
BEAUMONT TRACTOR COMPANY	790.81	496324	
COASTAL WELDING SUPPLY	570.00	496332	
FED EX	67.84	496340	
LOUIS' YAZOO SALES & SERVICE, LLC	539.85	496356	
SMART'S TRUCK & TRAILER, INC.	33.12	496376	
S.E. TEXAS BUILDING SERVICE	4,246.66	496377	
WHITE TUCKER COMPANY INC	494.20	496388	
DEPARTMENT OF INFORMATION RESOURCES	.03	496399	
VERIZON WIRELESS	37.99	496410	
LOWE'S HOME CENTERS, INC.	122.52	496423	
CENTERPOINT ENERGY RESOURCES CORP	124.95	496432	
DISH NETWORK	116.70	496438	
ROBERT'S TEXACO XPRESS LUBE	14.00	496443	
INTERSTATE ALL BATTERY CENTER - BMT	186.95	496445	
LOFTIN EQUIPMENT	39.94	496464	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	100.92	496471	
GALLS LLC	18.69	496481	
L&W SUPPLY CORPORATION	497.28	496497	
TITAN AVIATION FUELS	165,008.18	496501	
THE HOME DEPOT PRO	632.12	496504	
CY-FAIR TIRE	199.66	496506	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	496521	
JM TEST SYSTEMS, INC	180.00	496527	
E SCIENCES	900.00	496545	
MCGRIFF INSURANCE SERVICES, INC	11,604.00	496553	

NAME	AMOUNT	CHECK NO.	TOTAL
MUNRO'S UNIFORM SERVICES, LLC	296.94	496554	188,173.69**
AIRPORT IMPROVE. GRANTS			
FITZ & SHIPMAN, INC.	36,950.00	496344	77,140.25**
KSA ENGINEERS INC	40,190.25	496518	
SE TX EMP. BENEFIT POOL			
UNITED STATES TREASURY	6,581.61	496395	240,096.04**
EXPRESS SCRIPTS INC	112,960.95	496494	
UNITED HEALTHCARE SERVICES INC	115,513.48	496509	
BAY BRIDGE ADMINISTRATORS LLC	5,040.00	496529	
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	9,756.06	496433	9,756.06**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,976.00	496290	4,196,889.89**
CLEAT	288.00	496291	
JEFFERSON CTY. TREASURER	12,635.07	496292	4,196,889.89**
RON STADTMUELLER - CHAPTER 13	182.31	496293	
INTERNAL REVENUE SERVICE	208.00	496294	4,196,889.89**
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,980.00	496295	
JEFFERSON CTY. COMMUNITY SUP.	6,844.42	496296	4,196,889.89**
JEFFERSON CTY. TREASURER - HEALTH	533,516.14	496297	
JEFFERSON CTY. TREASURER - GENERAL	20.00	496298	4,196,889.89**
JEFFERSON CTY. TREASURER - PAYROLL	1,950,975.18	496299	
JEFFERSON CTY. TREASURER - PAYROLL	700,321.25	496300	4,196,889.89**
MONEY LIFE INSURANCE OF AMERICA	72.54	496301	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,932.94	496302	4,196,889.89**
JEFFERSON CTY. TREASURER - TCDRS	795,271.10	496303	
JEFFERSON COUNTY TREASURER	2,916.76	496304	4,196,889.89**
JEFFERSON COUNTY - TREASURER -	8,022.63	496305	
NECHES FEDERAL CREDIT UNION	35,689.82	496306	4,196,889.89**
JEFFERSON COUNTY - NATIONWIDE	113,782.44	496307	
SBA - U S DEPARTMENT OF TREASURY	277.78	496308	4,196,889.89**
CONSERVE	190.03	496309	
INVENCO INVESTMENT SERVICES, INC	806.66	496310	4,196,889.89**
TRANSWORLD SYSTEMS INC.	205.93	496311	
JEFFERSON CTY. TREASURER - PAYROLL	10,868.11	496312	4,196,889.89**
JEFFERSON CTY. TREASURER - PAYROLL	2,906.78	496313	
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	6,806.25	496523	6,806.25**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.94	496410	227.94**
MARINE DIVISION			
AIRBORNE LAW ENFORCEMENT ASSN.	275.00	496316	25,649.90**
JACK BROOKS REGIONAL AIRPORT	739.31	496352	
RITTER @ HOME	62.21	496368	25,649.90**
SUN COAST RESOURCES, INC.	21,091.89	496380	
ADVANCED SYSTEMS & ALARM SERVICES,	802.00	496398	25,649.90**
VERIZON WIRELESS	151.96	496409	
BUMPER TO BUMPER	210.58	496431	25,649.90**
VECTOR SECURITY	44.95	496492	
COVENANT TACTICAL LLC	2,272.00	496510	
SHERIFF - COMMISSARY			
HERNANDEZ OFFICE SUPPLY, INC.	1,264.76	496349	44,155.20**
MAVERICK COMMUNICATIONS, INC.	42,539.12	496359	
SHERWIN-WILLIAMS	351.32	496375	
			5,586,391.20***

**JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 4**

**ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

JEFFERSON COUNTY
EMERGENCY SERVICES
DISTRICT NO. 4

Annual Financial Report

For the Year Ended September 30, 2021

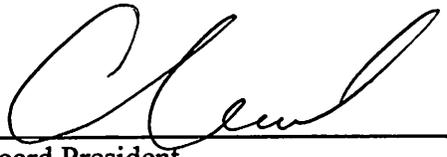
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2021

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2021 at a meeting of the Board of Commissioners held on the 20th day of June, 2022.



Board President
Vice President



Board Secretary
Treasurer

INTRODUCTORY SECTION

FINANCIAL SECTION

Board of Commissioners
Jefferson County Emergency Services District No. 4
Jefferson County, Texas
June 16, 2022

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 23 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated June 16, 2022 on our consideration of Jefferson County Emergency Services District No. 4's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grants agreements and other matters. The purpose of that report is to solely describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over the financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Jefferson County Emergency Services District No. 4's internal control over financial reporting and compliance.

J.R. Edwards & Associates, LLC

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- **Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-22 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 23 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4

MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021**GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued**

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
Changes in Net Position

	September 30, 2021	September 30, 2020
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	599,977	575,741
Miscellaneous	65,074	193,013
Total Revenue	<u>665,051</u>	<u>768,754</u>
Expenses:		
General government	265,623	262,188
Fire and emergency services	191,339	201,280
Total Expenses Governmental Activities	<u>456,962</u>	<u>463,468</u>
Increase (Decrease) in Net Assets	208,089	305,286
Net Assets - October 1 (Beginning)	1,816,965	1,511,679
Net Assets - September 30 (Ending)	<u>\$ 2,025,054</u>	<u>\$ 1,816,965</u>

GOVERNMENTAL ACTIVITIES

- Property tax rates were set at \$.079971 per \$100 valuation for M&O. The rate for 2021-2022 is set at \$.076261 per \$100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There was one budget amendment for the 2020-2021 year and it was approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4**MANAGEMENT'S DISCUSSION AND ANALYSIS**SEPTEMBER 30, 2021

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Jefferson County Emergency Services District No 4.

BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT B

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities
Governmental activities:				
General government	\$ 265,623	\$ -	\$ -	\$ (265,623)
Fire and emergency services	191,339	-	-	(191,339)
Total governmental activities	456,962	-	-	(456,962)
Total Primary Government	\$ 456,962	\$ -	\$ -	\$ (456,962)
				Property taxes, penalties and interest 599,977
				Other miscellaneous 65,074
				Total general revenues 665,051
				Change in Net Position 208,089
				Net Position- Beginning 1,816,965
				Net Position - Ending \$ 2,025,054

The accompanying notes are an integral part of this financial statement.

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO
THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2021

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 975,375
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,093,873
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(84,795)
Recognition of deferred revenue as revenue increases net position.	<u>40,601</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u>\$ 2,025,054</u>

The accompanying notes are an integral part of this financial statement.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2021

Net change in fund balances - total governmental funds (Exhibit D) \$ 41,354

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay, net of asset dispositions	\$ 227,040	
Depreciation	<u>(142,609)</u>	84,431

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

Principal payments on loan	71,375
----------------------------	--------

Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues decreased by this amount in the current period.

	<u>10,929</u>
--	---------------

Change in net position of governmental activities (Exhibit B)

	<u><u>\$ 208,089</u></u>
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The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30th, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**NOTES TO FINANCIAL STATEMENTS**

SEPTEMBER 30, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**K. Long-term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2021 was as follows:

Governmental Activities	Beginning	Current Year		Ending
	Balance	Increases	Decreases	Balance
Capital assets being depreciated:				
Buildings	\$ 85,530	\$ 150,097	\$ -	\$ 235,627
Fire equipment and vehicles	1,375,213	76,943	-	1,452,156
Total capital assets being depreciated:	1,460,743	227,040	-	1,687,783
Less accumulated depreciation:				
Buildings	(4,817)	(1,688)	-	(6,505)
Fire equipment and vehicles	(446,484)	(140,921)	-	(587,405)
Total accumulated depreciation	(451,301)	(142,609)	-	(593,910)
Total capital assets being depreciated, net	1,009,442	84,431	-	1,093,873
Governmental activities capital assets, net	\$ 1,009,442	\$ 84,431	\$ -	\$ 1,093,873

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Fire and Emergency Services	\$ 142,609
Total Depreciation Expense - Governmental Activities	\$ 142,609

NOTE 5: LONG TERM DEBT

The District entered into a loan agreement for the purchase of a vehicle for fire and emergency services.

Long-term debt at September 30, 2021, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2019	200,000	2023	44,540	3.694%	84,795
					\$ 84,795

Interest on the loan shall be computed at a fixed rate of 3.694% respectively, for five years provided that such rate shall not exceed the highest lawful rate. This note may be prepaid in full according to the early redemption value on due date of the loan in years three and four as shown on the table below.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

COMPLIANCE SECTION

Board of Commissioners
Jefferson County Emergency Services District No. 4
June 16, 2022

Purpose of this Report

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

J.R. Edwards & Associates, LLC

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

THIS AGREEMENT made as of May 12, 2022 between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the "Donor") represented by the US Army Tank-Automotive and Armaments Command, Detroit Arsenal, Michigan and Jefferson County Court, Beaumont Texas (hereinafter called "the Donee") operating under the laws of the State of Texas and located in the City/Township/Village of Beaumont

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.

2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.

The US Army agrees to release a M60A3 Tank, Tracked, 105mm

serial number 2092A, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.

3. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.

4. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document or Donor supplied registration document shall identify the specific equipment and become a permanent part of this Deed.

5. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.

6. The Donee agrees not to use the donated property as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

7. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Golden Triangle Memorial Park, 8200 Highway 87, Port Arthur, Texas 77651

Equipment Model: M60A3 Tank, Tracked, 105mm Serial Number: 2092A
Donee Organization Jefferson County Court, Beaumont Texas

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

and within ninety (90) days following physical acceptance of the property the Donee must provide the Donor with photographs, depicting how the donated property is displayed.

8. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

9. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.

10. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

11. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

12. If at any time donated property is no longer used for display purposes, or if the Donee no longer wishes to keep the donated property, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option within sixty (60) days after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

EXECUTED

On behalf of the Donor this _____ day of _____, _____ at the US Army Tank-Automotive and Armaments Command.

UNITED STATES OF AMERICA

By: _____
Jaime Albers
Acting Chief, Army Donations Program

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

JEFF R. BRANICK
Name (Printed or Typed)
COUNTY JUDGE
Title
[Signature]
Signature

Notary Public Endorsement

COUNTY OF JEFFERSON STATE OF TEXAS

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this _____ day of _____, 20____.

My Commission expires: _____
Notary Public

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

THIS AGREEMENT made as of May 12, 2022 between the *UNITED STATES OF AMERICA* (hereinafter called "the Government" or the "Donor") represented by the US Army Tank-Automotive and Armaments Command, Detroit Arsenal, Michigan and Jefferson County Court, Beaumont Texas (hereinafter called "the Donee") operating under the laws of the State of Texas and located in the City/Township/Village of Beaumont

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.

2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.

The US Army agrees to release a M101A1 Towed Howitzer 105MM

serial number 6696, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.

3. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.

4. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document or Donor supplied registration document shall identify the specific equipment and become a permanent part of this Deed.

5. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.

6. The Donee agrees not to use the donated property as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

7. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Golden Triangle Memorial Park, 8200 Highway 87, Port Arthur, Texas 77651

Equipment Model: M101A1 Towed Howitzer 105MM Serial Number: 6696
Donee Organization Jefferson County Court, Beaumont Texas

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

and within ninety (90) days following physical acceptance of the property the Donee must provide the Donor with photographs, depicting how the donated property is displayed.

8. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

9. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.

10. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

11. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

12. If at any time donated property is no longer used for display purposes, or if the Donee no longer wishes to keep the donated property, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option within sixty (60) days after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

EXECUTED

On behalf of the Donor this _____ day of _____, _____ at the US Army Tank-Automotive and Armaments Command.

UNITED STATES OF AMERICA

By: _____
Jaime Albers
Acting Chief, Army Donations Program

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

JEFF R. BRANICK
Name (Printed or Typed)
COUNTY JUDGE
Title
[Signature]
Signature

Notary Public Endorsement

COUNTY OF JEFFERSON STATE OF TEXAS

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this _____ day of _____, 20____.

Notary Public My Commission expires: _____

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

THIS AGREEMENT made as of May 12, 2022 between the *UNITED STATES OF AMERICA* (hereinafter called "the Government" or the "Donor") represented by the US Army Tank-Automotive and Armaments Command, Detroit Arsenal, Michigan and Jefferson County Court, Beaumont Texas (hereinafter called "the Donee") operating under the laws of the State of Texas and located in the City/Township/Village of Beaumont

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.

2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.

The US Army agrees to release a M115 Towed Howitzer, 8 inch Heavy

serial number 2883, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.

3. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.

4. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document or Donor supplied registration document shall identify the specific equipment and become a permanent part of this Deed.

5. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.

6. The Donee agrees not to use the donated property as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

7. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Golden Triangle Memorial Park, 8200 Highway 87, Port Arthur, Texas 77651

Equipment Model: M115 Towed Howitzer, 8 inch Heavy Serial Number: 2883
Donee Organization Jefferson County Court, Beaumont Texas

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

and within ninety (90) days following physical acceptance of the property the Donee must provide the Donor with photographs, depicting how the donated property is displayed.

8. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

9. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.

10. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

11. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

12. If at any time donated property is no longer used for display purposes, or if the Donee no longer wishes to keep the donated property, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option within sixty (60) days after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

EXECUTED

On behalf of the Donor this _____ day of _____, _____ at the US Army Tank-Automotive and Armaments Command.

UNITED STATES OF AMERICA

By: _____
Jaime Albers
Acting Chief, Army Donations Program

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

Name (Printed or Typed)

Title

Signature

Notary Public Endorsement

COUNTY OF JEFFERSON STATE OF TEXAS

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this _____ day of _____, 20____.

My Commission expires: _____
Notary Public

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

THIS AGREEMENT made as of May 12, 2022 between the *UNITED STATES OF AMERICA* (hereinafter called "the Government" or the "Donor") represented by the US Army Tank-Automotive and Armaments Command, Detroit Arsenal, Michigan and Jefferson County Court, Beaumont Texas (hereinafter called "the Donee") operating under the laws of the State of Texas and located in the City/Township/Village of Beaumont

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.

2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.

The US Army agrees to release a UH-1, Utility Helicopter

serial number Tail Number 65-10090, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.

3. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.

4. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document or Donor supplied registration document shall identify the specific equipment and become a permanent part of this Deed.

5. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.

6. The Donee agrees not to use the donated property as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

7. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Golden Triangle Memorial Park, 8200 Highway 87, Port Arthur, Texas 77651

Equipment Model: UH-1, Utility Helicopter Serial Number: Tail Number 65-10090

Donee Organization Jefferson County Court, Beaumont Texas

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

and within ninety (90) days following physical acceptance of the property the Donee must provide the Donor with photographs, depicting how the donated property is displayed.

8. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

9. The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.

10. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

11. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

12. If at any time donated property is no longer used for display purposes, or if the Donee no longer wishes to keep the donated property, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option within sixty (60) days after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

Equipment Model: UH-1, Utility Helicopter Serial Number: Tail Number 65-10090

Donee Organization Jefferson County Court, Beaumont Texas

Org ID 98570

Conditional Deed of Gift for
Static Combat Material

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

EXECUTED

On behalf of the Donor this _____ day of _____, _____ at the US Army Tank-Automotive and Armaments Command.

UNITED STATES OF AMERICA

By: _____
Jaime Albers
Acting Chief, Army Donations Program

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

JEFF R. BRANICK
Name (Printed or Typed)

COUNTY JUDGE
Title

Signature

Notary Public Endorsement

COUNTY OF JEFFERSON STATE OF TEXAS

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this _____ day of _____, 20____.

Notary Public My Commission expires: _____

Equipment Model: UH-1, Utility Helicopter Serial Number: Tail Number 65-10090
Donee Organization Jefferson County Court, Beaumont Texas

**AGENDA ITEM****June 28, 2022**

Consider, possibly approve and authorize the County Judge to execute an amendment to the amended property Tax Agreement between Jefferson County and Aditya Birla Chemicals (USA), Inc. to insert the correct ministerial mistake in the abatement schedule to comport with the original agreement that the abatement will cease in 2027.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND FOR PROPERTY LOCATED
IN THE PROJECT RAMAN REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Aditlylla Birla Chemicals (USA), Inc. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by OWNER, in the **Project Raman Reinvestment Zone** which was originally adopted by Jefferson County on the 3rd day of May 2022.

2. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

Article 4: Term of Abatement

The term of the abatement, original executed was to begin on January 1, 2027 and terminate on December 31, 2027, unless sooner terminated pursuant to the terms of the agreement. The Schedule attached to the amended agreement incorrectly stated that it would terminate in 2028.

The parties request that the correct schedule, as attached to the original agreement, be inserted to correct this ministerial mistake.

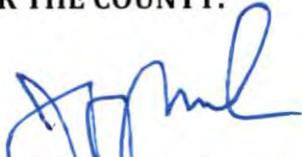
The Term of the Abatement Granted in the Abatement Schedule, pursuant to this Agreement shall be as follows:

Tax Year	Abatement Percentage
2022	0%
2023	0%
2024	100%
2025	90%
2026	80%
2027	60%

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement, and as amended, shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

Signed this 28 day of JUNE, 2022.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



ATTEST *Kevin Kaste*
DATE JUNE 28, 2022
COUNTY CLERK

FOR THE OWNER:



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 28 day of June, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

ELDER ABUSE PREVENTION AWARENESS MONTH

WHEREAS, people who are elderly or have disabilities have contributed to the general welfare of Jefferson County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, abuse of the elderly and people with disabilities in domestic and institutional settings is a widespread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas APS In-Home Caseworkers in Jefferson County have completed 1,073 investigations of which 671 cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in 2022; and

WHEREAS, elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.

NOW, THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim the month of June 2022 to be **Elder Abuse Prevention Awareness Month** in Jefferson County and urges all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Signed this 28 of June, 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

 Absent
COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 28th day of June, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, MELANIE A. SMITH, has devoted 21 years and 5 months serving the people of Jefferson County with pride and professionalism; and

WHEREAS, MELANIE A. SMITH, has gained exceptional knowledge and experience throughout her tenure with Jefferson County, starting as a part-time Secretary to the Commissioner in Precinct No. 4 Commissioner's Office, then transferring to become a Criminal Courts Receptionist and achieving promotion to the position of Court Coordinator in County Court at Law No. 2 of Jefferson County, Texas; and

WHEREAS, MELANIE A. SMITH, has dedicated her exceptional work ethic, knowledge and experience to maintain and progress Jefferson County Commission Precinct No. 4, County Court at Law No. 3 and County Court at Law No. 2; and

WHEREAS, MELANIE A. SMITH, has gone above and beyond what was asked of her. Her knowledge and exceptional service have earned the respect of many of the citizens of Jefferson County, as well as her colleagues; and

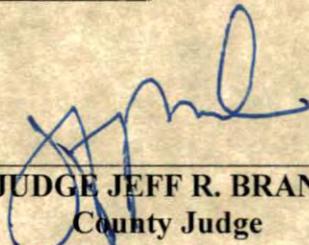
WHEREAS, MELANIE A. SMITH, has served under Commissioner Ed Moore, Commissioner Connie Patterson, Judge John Paul Davis, Judge G. R. Lupe Flores, Judge Cory Crenshaw and Judge Terrence L. Holmes;

WHEREAS, having made a significant contribution to the Precinct No. 4 Commissioner's Office, County Court at Law No. 3, County Court at Law No. 2 and the citizens of Jefferson County, **MELANIE A. SMITH** is recognized for her dedication and for promoting the common good and welfare of the citizens of Jefferson County, as well as her generosity to all those who have had the privilege of working with her throughout her career; and

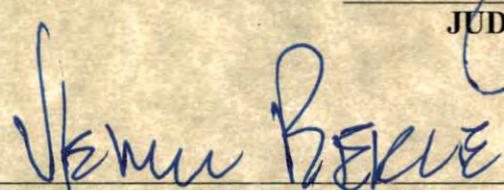
WHEREAS, MELANIE A. SMITH is looking forward to spending more time with her family, exploring new adventures and spending more time shopping and traveling.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **MELANIE A. SMITH**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 28 day of June, 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

Absent

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





Joleen E. Fregia
 Chief Deputy
 E-Mail
joleen@co.jefferson.tx.us

Charlie Hallmark
 County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 E-Mail
challmark@co.jefferson.tx.us

June 22, 2022

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of May 31st, 2022, including interest earnings.

The 90 day Treasury discount rate on May 31st, 2022 was 1.13% and the interest on your checking accounts for the month of May was 0.58%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda for June 28th, 2022, to be received and filed.

Sincerely,

Charlie Hallmark CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for May, 2022,
 including the year to date total earnings on County funds.

**JEFFERSON COUNTY
MONTH END MAY 31, 2022 INVESTMENT SCHEDULE**

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat. Invested	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
INVESTMENTS																
TEXAS CLASS															\$161,095.98	\$0.00
CDs and Securities																
FHLB 3.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	23-Feb-24	23-Aug-22	633	641	3130ARY9	WELLS SECURITIES	\$3,009,764.40	\$100.3255	\$0.00	\$0.00	\$3,009,764.40
FHLB 2.25%	26-May-22	\$3,000,000.00	\$3,000,000.00	100	2.250%	26-May-23	26-Aug-22	360	366	3130AS2B4	WELLS SECURITIES	\$3,004,683.75	\$100.1561	\$0.00	\$0.00	\$3,004,683.75
* (Investment CD's)																
INVESTMENT ACCTS		TOTAL PAR	AMT. INVESTED	WEIGHTED AVG. YLD				WEIGHTED AVG.		MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
CDs and Securities		\$0.00	\$0.00									\$0.00		0.00	\$161,095.98	
TOTAL ALL ACCTS:		\$6,000,000.00	\$6,000,000.00	2.625%				497	DAYS			\$6,014,448.15		0.00	\$161,095.98	\$6,014,448.15
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF MAY 31, 2022																
<p>This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023, The Public Funds Investment Act. The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.</p> <p align="right"><i>Charlie Hallmark</i> Charlie Hallmark, Jefferson County Investment Officer</p>																
<p>MARKET VALUE OF PLEDGE SECURITIES: \$250,000,000.00</p> <p>BALANCE IN ALL ACCOUNTS: \$181,769,868.74</p> <p>OVER OR (UNDER) AMOUNT: \$68,230,131.26</p> <p align="right">137.54%</p>																

MAY 2022, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS					
INVESTMENTS																
TEXAS CLASS																
CHECKING INTEREST																
POOLED CASH ACCT		MAY INTEREST			0.5800%			31	1004221717	ALLEGIANCE BANK	\$74,649.78					
OTHER COUNTY ACCTS		MAY INTEREST			0.5800%			31		ALLEGIANCE BANK	\$3,393.72					
TAX LICENSE ACCT		MAY INTEREST			0.5800%			31	1004224083	ALLEGIANCE BANK	\$488.22					
TOTAL		\$0.00	\$0.00								\$78,531.72					\$78,531.72

FISCAL YEAR 2021-2022

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.050%	\$17,244.34	0.160%	\$0.00	0.000%
NOVEMBER	0.050%	\$19,028.99	0.160%	\$0.00	0.000%
DECEMBER	0.060%	\$20,377.61	0.160%	\$0.00	0.000%
JANUARY	0.240%	\$18,320.98	0.300%	\$0.00	0.000%
FEBRUARY	0.380%	\$43,859.57	0.300%	\$0.00	0.000%
MARCH	0.520%	\$44,351.84	0.300%	\$0.00	0.000%
APRIL	0.840%	\$41,448.66	0.300%	\$0.00	0.000%
MAY	1.130%	\$78,531.72	0.580%	\$0.00	0.000%
JUNE	0.000%	\$0.00	0.000%	\$0.00	0.000%
JULY	0.000%	\$0.00	0.000%	\$0.00	0.000%
AUGUST	0.000%	\$0.00	0.000%	\$0.00	0.000%
SEPTEMBER	0.000%	\$0.00	0.000%	\$0.00	0.000%
ANNUAL TOTALS		\$283,163.71		\$0.00	\$283,163.71

Line #	Direction	Length
L1	N 02° 35' 47" W	88.66'
L2	N 51° 36' 04" E	54.40'
L3	N 42° 51' 12" E	164.58'
L4	N 30° 36' 14" E	34.82'
L5	N 18° 11' 14" E	63.99'
L6	N 11° 11' 29" E	122.05'
L7	N 21° 16' 35" E	28.30'
L8	N 37° 49' 52" E	68.16'
L9	N 55° 11' 57" E	91.07'
L10	N 60° 47' 27" E	102.70'
L11	N 50° 15' 14" E	130.12'
L12	N 48° 52' 59" E	106.93'
L13	N 57° 12' 37" E	138.13'
L14	N 64° 33' 04" E	110.62'
L15	N 70° 14' 38" E	47.28'
L16	N 49° 47' 52" E	106.23'
L17	N 38° 26' 08" E	61.83'
L18	N 25° 39' 39" E	56.41'
L19	N 04° 49' 31" E	188.58'
L20	N 12° 36' 48" E	135.91'
L21	N 37° 34' 50" E	60.10'
L22	N 67° 08' 33" E	192.33'
L23	N 55° 10' 28" E	140.69'
L24	N 33° 47' 20" E	108.22'
L25	N 50° 16' 40" E	138.75'
L26	N 61° 50' 37" E	50.45'
L27	N 42° 14' 28" E	92.65'
L28	N 16° 38' 53" E	200.00'
L29	N 42° 33' 10" E	47.35'
L30	N 42° 33' 10" E	100.10'
L31	N 51° 34' 20" E	200.02'
L32	N 55° 39' 16" E	157.23'
L33	N 89° 30' 43" E	80.75'

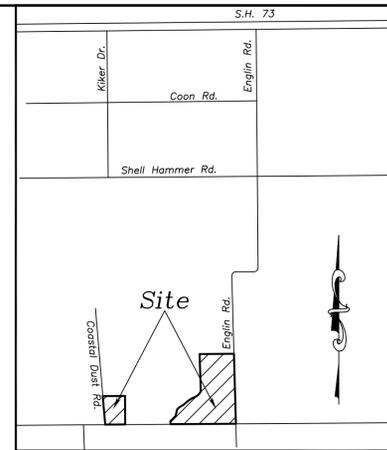
PLAT of DUNN SUBDIVISION

102.691 Acres lying in the

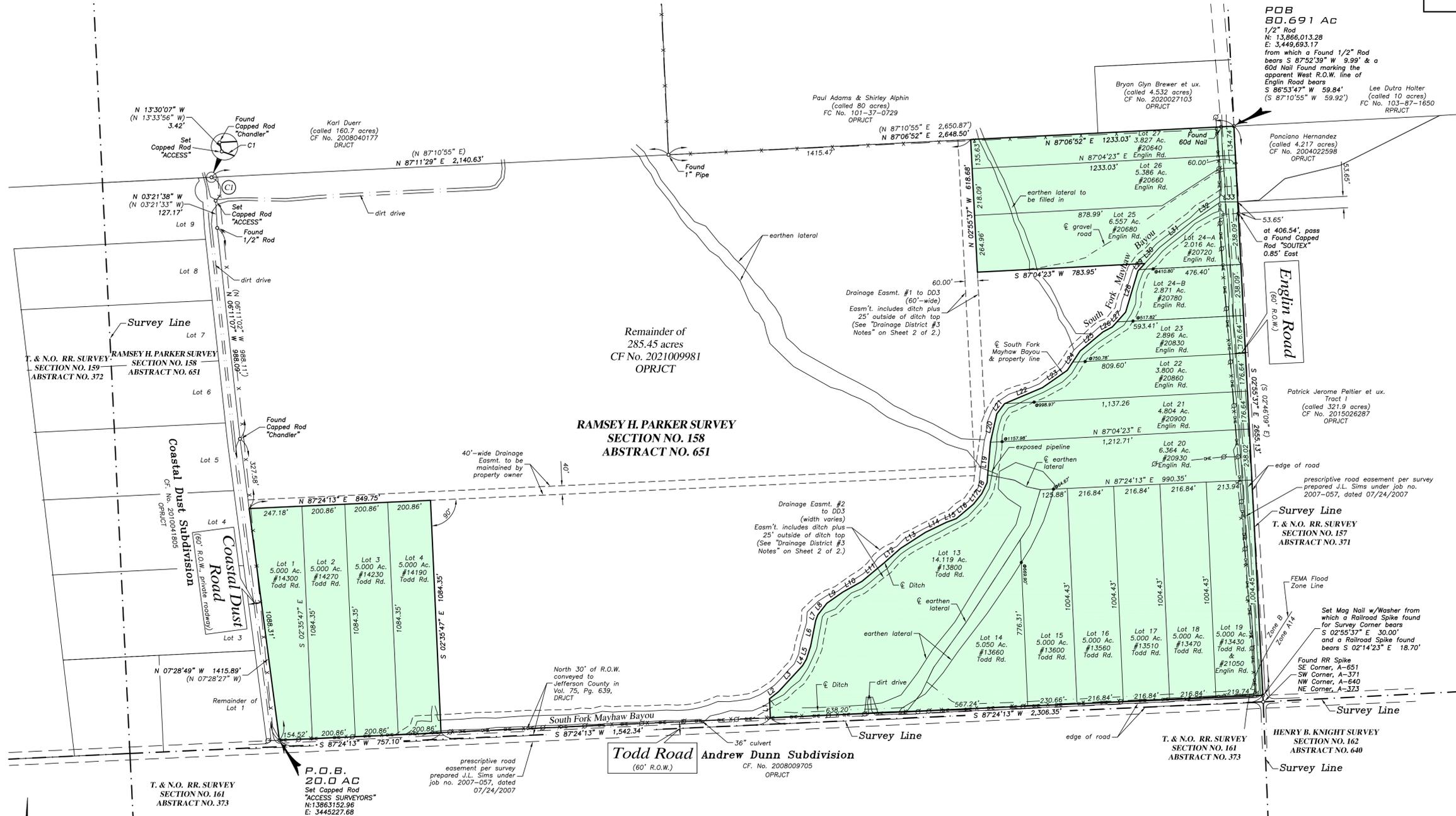
RAMSEY H. PARKER SURVEY

Section No. 158, Abstract No. 651,

Jefferson County, Texas

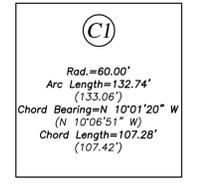


Vicinity Map
(Not To Scale)



Acreage Summary

Lots 1 - 4:	20.00 acres
Lots 13-27:	82.691 acres

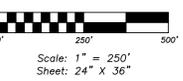


LEGEND

- power pole
- light pole
- electric meter
- guy anchor
- overhead electric line
- sign
- water valve
- water meter
- fire hydrant
- sanitary sewer line
- sanitary sewer cleanout
- telephone pedestal
- pin flag
- centerline of ditch
- survey line
- barbed-wire fence
- POB** Point Of Beginning
- DD3** Drainage District #3
- OPRJCT** Official Public Records, Jefferson County, Texas
- Bearings and distances in parenthesis are based on record data.
- Set rod with plastic cap stamped "ACCESS SURVEYORS" unless otherwise noted.
- Set rod with plastic cap stamped "ACCESS SURVEYORS" for Reference.

Firm No. 10138400

Commercial - Industrial - Residential
11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com & rpl5163@aol.com
File: 2021073-Preliminary Plat Technicians: BGS



Scale: 1" = 250'
Sheet: 24" X 36"

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

Development Regulations Notes:

- No construction or other development within this plat may begin until all Jefferson County development requirements have been met.
- No more than one single family residence shall be located on each lot.

School District Note:

The subdivision shown hereon is located within the boundaries of the **HAMPSHIRE FANNETT ISD**.

Utility Notes:

Electric Utility Service will be provided by: **ENERGY TEXAS**
 Telephone utility service will be provided by: **UNKNOWN**
 Gas utility service will be provided by: **UNKNOWN**
 Water utility service will be provided by: **UNKNOWN**
 Sewer utility service will be provided by: **UNKNOWN**
 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.

Drainage District #3 (DD3) Notes:

- DD3 Ditches referenced on this plat indicate the location and existence of known drainage ditches currently on property owner's lands recorded in the Real Property Records of Jefferson County, Texas, File 2021009981. The DD3 easements shown on this plat associated with identified DD3 ditches, shall be perpetual, non-exclusive easements consisting of the actual width of the corresponding ditch, including improvements, plus 25 feet on each side of the ditch tops. Where ditches lie along a road or other R.O.W., the easement herein granted lies only on that part of the ditch which lies on the Property Owner's land and the 25 feet beyond the ditch top, which lies on the Property Owner's land.
- DD3 Drainage easements are granted over Property Owner's land to improve the flow of water drainage from tributaries located within Jefferson County, Texas, and to provide the right to excavate ditches and laterals, and to construct berms thereon for the flow of waters and giving DD3 the right and privilege to improve, maintain and operate the same as permitted by law, and giving unto DD3 the right and privilege of cleaning out and deepening ditches or water flows within the easement tracts. The property shall only construct permanent fencing along the drainage easement lines granted herein on one (1) side of the ditch if the ditch crosses the property owners land. The drainage easements also include the right of DD3 to construct, operate, maintain, alter, repair and patrol each drainage easement, and improvements made thereto, together with the right to construct berms, construct and utilize dirt placement areas, restrict placement of obstructions with permanent structures, remove all dirt therefrom, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the easement without further payment; and further including the right to construct improvements above ground and underground essential to DD3's drainage facilities, within the limits of said easements. DD3 shall notify property owners of any and all construction, operation, maintenance, alteration, repair, construction of berms, dirt placement, restriction of permanent structures or other obstructions, removal of dirt, the trimming, cutting, felling and removal of trees, underbrush, obstructions and other vegetation, removal of structures or other obstacles within the limits of the easement.
- No structures or improvements, i.e. fences or buildings shall be placed in or across DD3 Easements depicted herein.
- No culverts, bridges, low flow crossings or other structures shall be placed in DD3 ditches or easements, shown herein, without an engineered design and DD3 approval.

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, areas, and coordinates are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone with a scale factor of 0.99989530 and a convergence angle at the POB of 02°17'19".
- According to Fema's Flood Insurance Rate Map No. 480385 0375 B, Dated June 1, 1983, the subject property is located in Flood Zone "B" and Flood Zone "A14". Flood Zone location is based on scaled FIRM only. Access Surveyors, LLC does not warrant nor subscribe to the accuracy of said FIRM.
- All set iron rods have a plastic cap stamped "Access Surveyors".
- Lot owners shall not be allowed to install culverts or surface drain systems to replace the open ditch system on County Roads fronting their lot(s) other than allowed by the County for driveways.

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



82.691 ACRES

BEING a 82.691 acre tract of land lying in the Ramsey H. Parker Survey, Section No. 158, Abstract No. 651, Jefferson County, Texas and being out of and a portion of that certain 285.45 acre tract of land described in an instrument to Andrew Dunn of record in County Clerk's File No. 2021009981, Official Public Records, Jefferson County, Texas, said 82.691 acres being more particularly described by metes and bounds as follows:

Note: All bearings, distances, areas, and coordinates are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone with a scale factor of 0.99989530 and a convergence angle at the POB of 02°17'19".

BEGINNING at a 1/2" iron rod found marking the East line of said Abstract No. 651, the West line of the T. & N.O. RR. Survey, Section No. 157, Abstract No. 151, the Southeast corner of that certain called 4.532 acre tract of land described in an instrument to Bran Glyn Brewer et ux. of record in County Clerk's File No. 2020027103 of said Official Public Records, the Southwest corner of that certain called 10 acre tract of land described in an instrument to Lee Dutra Holter of record in Film Code No. 103-87-1650, Real Property Records, Jefferson County, Texas, the Northwest corner of that certain called 4.217 acre tract of land described in an instrument to Ponciano Hernandez of record in County Clerk's File No. 2004022598 of said Official Public Records, the Northeast corner of said 285.45 acre tract, and being the Northeast corner of the herein described tract, said iron rod lying in the East margin of Englin Road (60-foot right of way) and having a Texas State Plane Coordinate Value of N: 13,866,013.28, E: 3,449,693.17, from which a 1/2" rod found bears S 87°52'39" W a distance of 9.99 feet and a 60d nail found bears S 86°53'47" W (called S 87°10'55" W) a distance of 59.84 feet (called 59.92 feet);

THENCE S 02°55'37" E (called S 02°46'09" E) with the West line of said Abstract No. 371, the East line of said Abstract No. 651, the West line of said 4.217 acre tract, the West line of that certain called 321.9 acre tract of land designated as Tract I in an instrument to Patrick Jerome Pelletier et ux. of record in County Clerk's File No. 2015026287 of said Official Public Records, the East line of said 285.45 acre tract, and the East line of the herein described tract, at 406.54 feet passing an iron rod with a plastic cap stamped "Soutex" found 0.85 feet East of line and continuing a total distance of 2,655.13 feet to a mag nail with washer set in the centerline of said Englin Road marking the North line of that certain 30-foot wide strip of land conveyed to Jefferson County for a public road of record in Volume 75, Page 639, Deed Records, Jefferson County, Texas, same being the North right of way line of Todd Road (60-foot right of way), the West line of said Abstract No. 371, the East line of said Abstract No. 651, the West line of said Tract I, the Southernmost East line of said 482.8110 acre tract, and being the Southeast corner of the herein described tract, from which a railroad spike found in the centerlines of said Englin Road and Todd Road marking the Southeast corner of said Abstract No. 651, the Southwest corner of said Abstract No. 371, the Southwest corner of said Tract I, the Northwest corner of the Henry B. Knight Survey, Section No. 162, Abstract No. 640, and the Northeast corner of the T. & N.O. R.R. Survey, Section No. 161, Abstract No. 373 bears S 02°55'37" E a distance of 30.00 feet and a railroad spike found bears S 02°14'23" E a distance of 18.70 feet;

THENCE S 87°24'13" W with the North line of said Jefferson County 30-foot wide strip, same being the North right of way line of said Todd Road and with the South line of the herein described tract a distance of 2,306.35 feet to a point for corner at the Southernmost Southwest corner of the herein described tract;

THENCE N 02°35'47" W with the remainder of said 285.45 acre tract and the Southernmost West line of the herein described tract a distance of 88.66 feet to a point for corner in the centerline of the South Fork of Mayhaw Bayou;

THENCE along the centerline of the South Fork of Mayhaw Bayou as follows:

- | | |
|---------------------------------|---------------------------------|
| 1) N 51°36'04" E, 54.40 feet; | 15) N 49°47'52" E, 106.23 feet; |
| 2) N 42°51'12" E, 164.58 feet; | 16) N 38°26'08" E, 61.83 feet; |
| 3) N 30°36'14" E, 34.82 feet; | 17) N 25°39'39" E, 56.41 feet; |
| 4) N 18°11'14" E, 63.99 feet; | 18) N 04°49'31" E, 188.58 feet; |
| 5) N 11°11'29" E, 122.05 feet; | 19) N 12°36'48" E, 135.91 feet; |
| 6) N 21°16'35" E, 28.30 feet; | 20) N 37°34'50" E, 60.10 feet; |
| 7) N 37°49'52" E, 68.16 feet; | 21) N 67°08'33" E, 192.33 feet; |
| 8) N 55°11'57" E, 91.07 feet; | 22) N 55°10'28" E, 140.69 feet; |
| 9) N 60°47'27" E, 102.70 feet; | 23) N 33°47'20" E, 108.22 feet; |
| 10) N 50°15'14" E, 130.12 feet; | 24) N 50°16'40" E, 138.75 feet; |
| 11) N 48°52'59" E, 106.93 feet; | 25) N 61°50'37" E, 50.45 feet; |
| 12) N 57°12'37" E, 138.13 feet; | 26) N 42°14'28" E, 92.65 feet; |
| 13) N 64°33'04" E, 110.62 feet; | 27) N 16°38'53" E, 200.00 feet; |
| 14) N 70°14'38" E, 47.28 feet; | 28) N 42°33'10" E, 47.35 feet; |

THENCE S 87°04'23" W with the remainder of said 285.45 acre tract a distance of 783.95 feet to a capped iron rod with a plastic cap stamped "Access Surveyors" set for corner;

THENCE N 02°55'37" W with the remainder of said 285.45 acre tract a distance of 618.68 feet to a capped iron rod with a plastic cap stamped "Access Surveyors" set in the South line of that certain 80 acre tract of land described in an instrument to Paul Adams and Shirley Alphin of record in Film Code No. 101-37-0729 of said Real Property Records, and being the North line of said 285.45 acre tract, and being the Northernmost Northwest corner of the herein described tract;

THENCE N 87°06'52" E (called N 87°10'55" E) with the South line of said 80 acre tract, the South line of said 4.532 acre tract, the North line of said 285.45 acre tract, and the North line of the herein described tract a distance of 1,233.03 feet to the POINT AND PLACE OF BEGINNING, containing in area, 82.691 acres of land, more or less.

20.00 ACRES

BEING a 20.00 acre tract of land lying in the Ramsey H. Parker Survey, Section No. 158, Abstract No. 651, Jefferson County, Texas and being out of and a portion of that certain 285.45 acre tract of land described in an instrument to Andrew Dunn of record in County Clerk's File No. 2021009981, Official Public Records, Jefferson County, Texas, said 20.00 acres being more particularly described by metes and bounds as follows:

Note: All bearings, distances, areas, and coordinates are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone with a scale factor of 0.99989530 and a convergence angle at the POB of 02°17'19".

BEGINNING at a capped iron rod with a plastic cap stamped "Access Surveyors" set marking the Southwest corner of said 285.45 acre tract, the Southeast corner of Coastal Dust Subdivision, recorded in County Clerk's File No. 2010041805, of said Official Public Records and being the Southwest corner of the herein described tract, said iron rod being the intersection of the East line of Coastal Dust Road, (60-foot private road right of way) and the North margin of Todd Road (60-foot right of way) and having a Texas State Plane Coordinate Value of N: 13,863,152.96, E: 3,445,227.68;

THENCE N 07°28'49" W (called N 07°28'27" W) with the East line of said Coastal Dust Subdivision and the West line of said 285.45 acre tract, and the West line of the herein described tract, a distance of 1,088.31 feet to a capped iron rod with a plastic cap stamped "Access Surveyors" set for the Northwest corner of the herein described tract;

THENCE N 87°24'13" E with the remainder of said 285.45 acre tract and with the North line of the herein described tract a distance of 849.75 feet to a capped iron rod with a plastic cap stamped "Access Surveyors" set for the Northeast corner of the herein described tract;

THENCE S 02°35'47" E with the remainder of said 285.45 acre tract and the East line of the herein described tract a distance of 1,084.35 feet to a capped iron rod with a plastic cap stamped "Access Surveyors" set in the North line of said Todd Road;

THENCE S 87°24'13" W with the North line of said Todd Road, the South line of said 285.45 acre tract, the South line of the herein described tract a distance of 757.10 feet to the POINT AND PLACE OF BEGINNING, containing in area, 20.00 acres of land, more or less.

PLAT of DUNN SUBDIVISION

102.691 Acres lying in the

RAMSEY H. PARKER SURVEY

Section No. 158, Abstract No. 651,

Jefferson County, Texas

Ownership Certificate:

State of Texas
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Andrew Dunn, owner of that certain 285.45 acre tract of land described County Clerk's File No. 2021009981, Official Public Records, 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.

Andrew Dunn, OWNER

State of Texas
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Andrew Dunn 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

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. Date: June 7, 2022

Scott N. Brackin
Registered Professional Land Surveyor No. 6650

(Seal)

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

Permit Number: 04-P-22
Precinct Number: 263
Bond Number: 585216586

APPLICATION FOR PIPE LINE PERMIT

Date: 06/28/22

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Chevron Phillips Chemical Company, LP, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:

See comments CRAIGEN RD. BURRELL WINGATE RD.
LABELLE RD. GARNER RD.

Number of drawings attached 16

Construction will begin on or after August 1, 2022

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 06/28/22 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>5</u>	Road crossing @\$100.00	\$ <u>500.00</u>
	Miles parallel @\$150.00/mile or fraction	\$ _____
	TOTAL	\$ <u>500.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile** or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Chevron Phillips Chemical Company, LP
Company Name

10001 Six Pines Drive, The Woodlands, TX 77380
Address

[Signature]
Company Representative Name/Title

(832) 813-4950
Phone Number

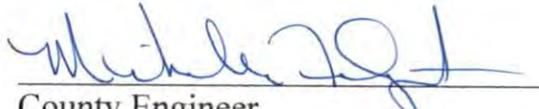
Gen PIPELINE & PROJECTS

DOYLE LAND SERVICES INC
REV 2020
DAVID LOREHN
(318) 450 7935

400 POYDRAS STREET
SUITE 1600
NEW ORLEANS, LA 70130

ENGINEERING ACTION FORM

The minimum standard bond required is \$75,000.00


County Engineer

06/28/22
Date

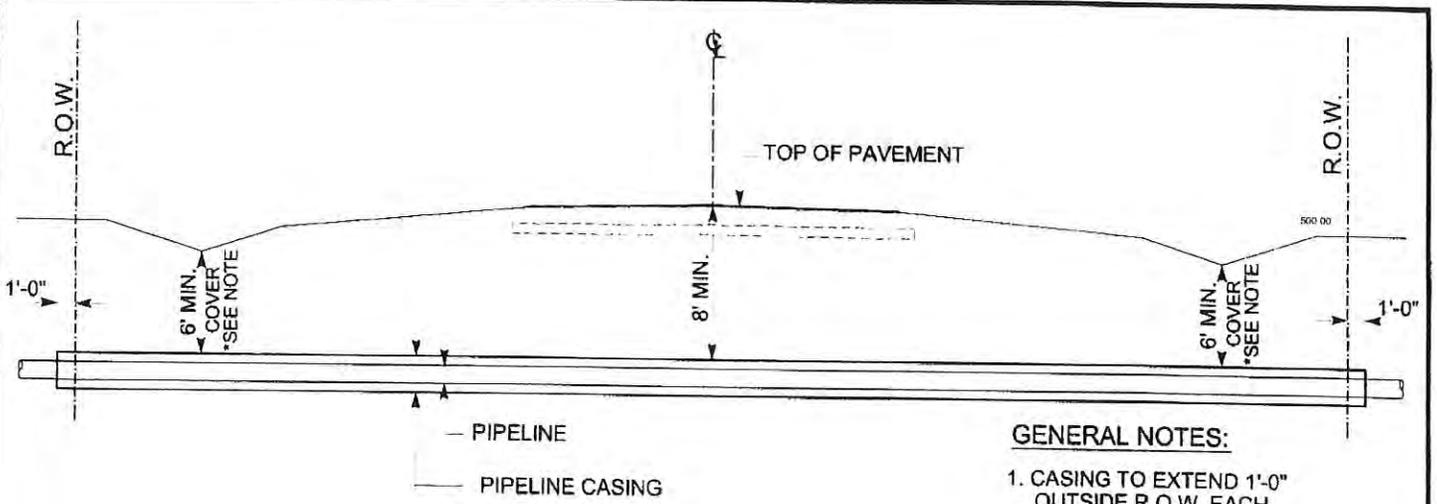
COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$75,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By


County Judge

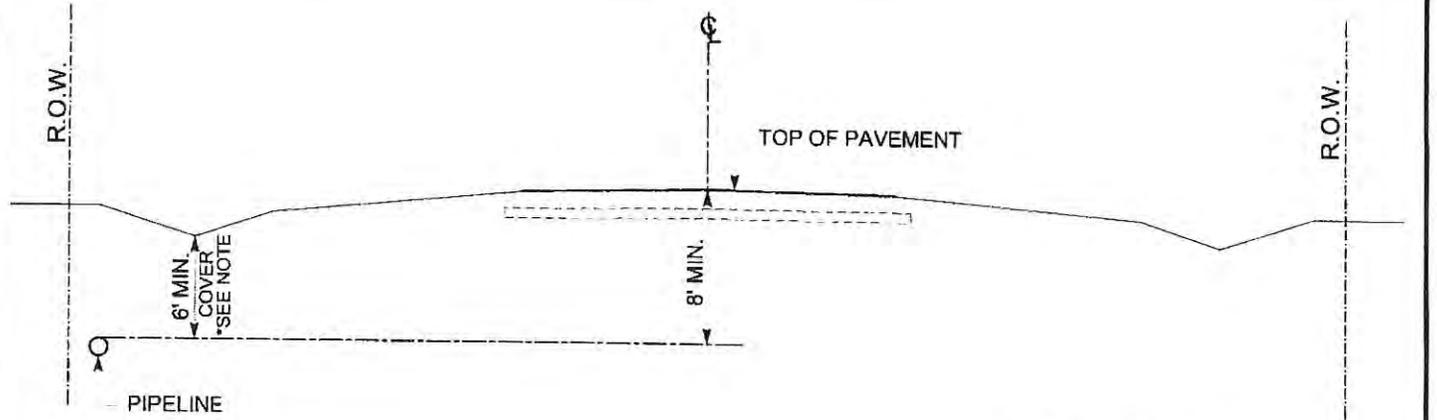


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

PIPELINE RIGHT OF WAY BOND

Bond No. 58S216586

KNOW ALL MEN BY THESE PRESENTS:

That we, Chevron Phillips Chemical Company LP, as Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its principal office in Boston, MA, as Surety, are held and firmly bound unto the Jefferson County Commissioners' Court, as Obligee, in the full penal sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a Right-of-Way Permit, and the term of said permit is as indicated opposite the block checked below:

Beginning the day of 20 , and ending the day of 20 .

Continuous, beginning the 8th day of June, 2022.

WHEREAS, the Principal is required by law to file with the Jefferson County Commissioners' Court, a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by and between the principal and surety that the above obligation shall cover all permits that specifically refer to the above obligation.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such permittee shall do the work authorized as described and specified to the satisfaction of said Obligee or its duly authorized agent, and upon the completion of said work clean up and restore the right-of-way to original condition where such work shall have been done to the satisfaction of the said Obligee or its duly authorized agent, and shall hold said Obligee harmless on account of all claims for damages that may occur to persons or property including damages to property belonging to said Obligee arising out of the prosecution of such work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated this 8th day of June, 2022



Seal No. 4440

CHEVRON PHILLIPS CHEMICAL COMPANY LP

By: [Signature]

LIBERTY MUTUAL INSURANCE COMPANY

By: [Signature]
Joyce A. Johnson, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

Certificate No: 8204867

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joyce A. Johnson all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of June, 2022



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

NOT valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries.

August 1, 2022

CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.
BOND AMOUNT BREAKDOWN:
(Spread 1/1A)

\$5000.00 per crossing @ 5 crossings x 3 pipelines per crossing:	\$75,000.00
Total:	\$75,000.00

August 1, 2022

CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.
PERMIT CHECK BREAKDOWN:
(Spread 1/1A)

\$100.00 per crossing @ 5 crossings:	\$500.00
Total:	\$500.00

CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.
PIPELINE CROSSING PERMIT APPLICATION
(Spread 1)

Shevron Phillips Chemical Company LP

Legend

-  Premcor Refining
-  Spread 1 Craigen Road Crossing



Craigen Rd

124

Craigen Rd

Wilber Rd

Wilber Rd

Craigen Rd

Spread 1 Craigen Road Crossing

Premcor Refining

Craigen Rd

Google Earth

1000 ft



5
Chevron Phillips Chemical Company LP

Hester's Home

Hays Rd

Craigien Rd

Craigien Rd

Legend

-  Hester's Home
-  Spread 1 Craigen Road Crossing 2

 Spread 1 Craigen Road Crossing 2

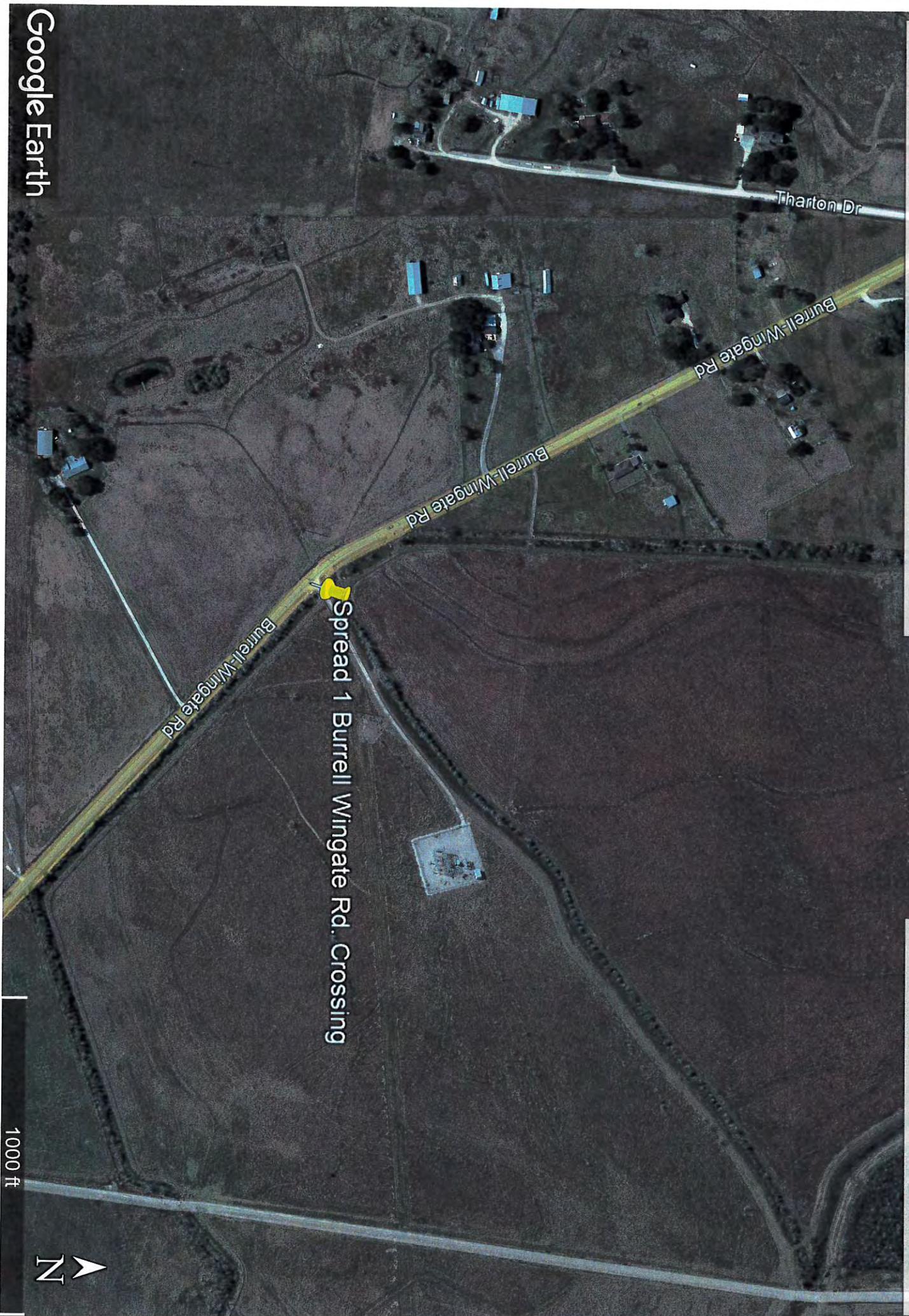
700 ft



66
Chevron Phillips Chemical Company LP

Legend

-  Spread 1 Burrell Wingate Rd. Crossing



Spread 1 Burrell Wingate Rd. Crossing

1000 ft



7
Chevron Phillips Chemical Company LP

Legend

 Spread 1 Labelle Road Crossing

 Spread 1 Labelle Road Crossing

Labelle Rd

Labelle R

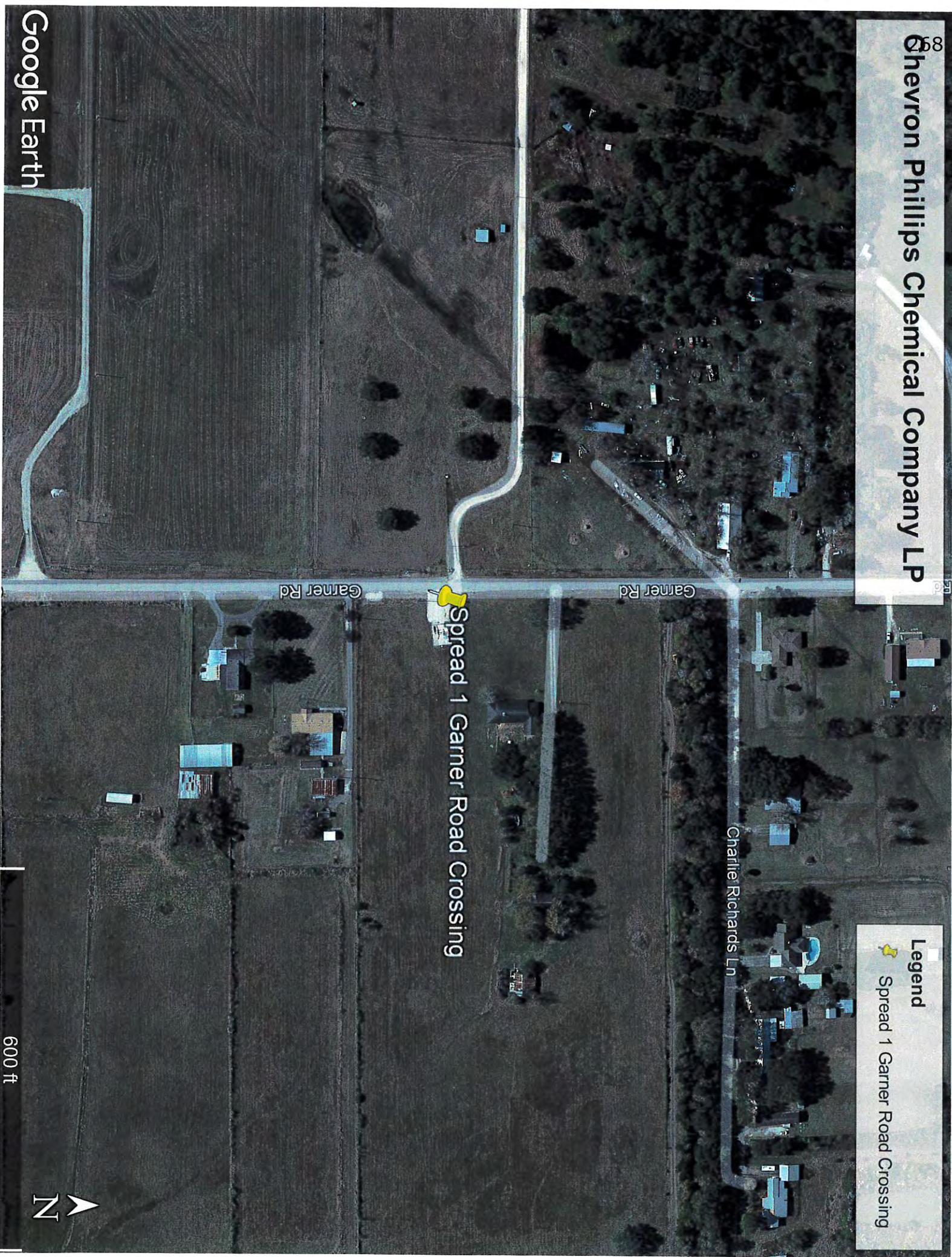


1000 ft

58
Chevron Phillips Chemical Company LP

Legend

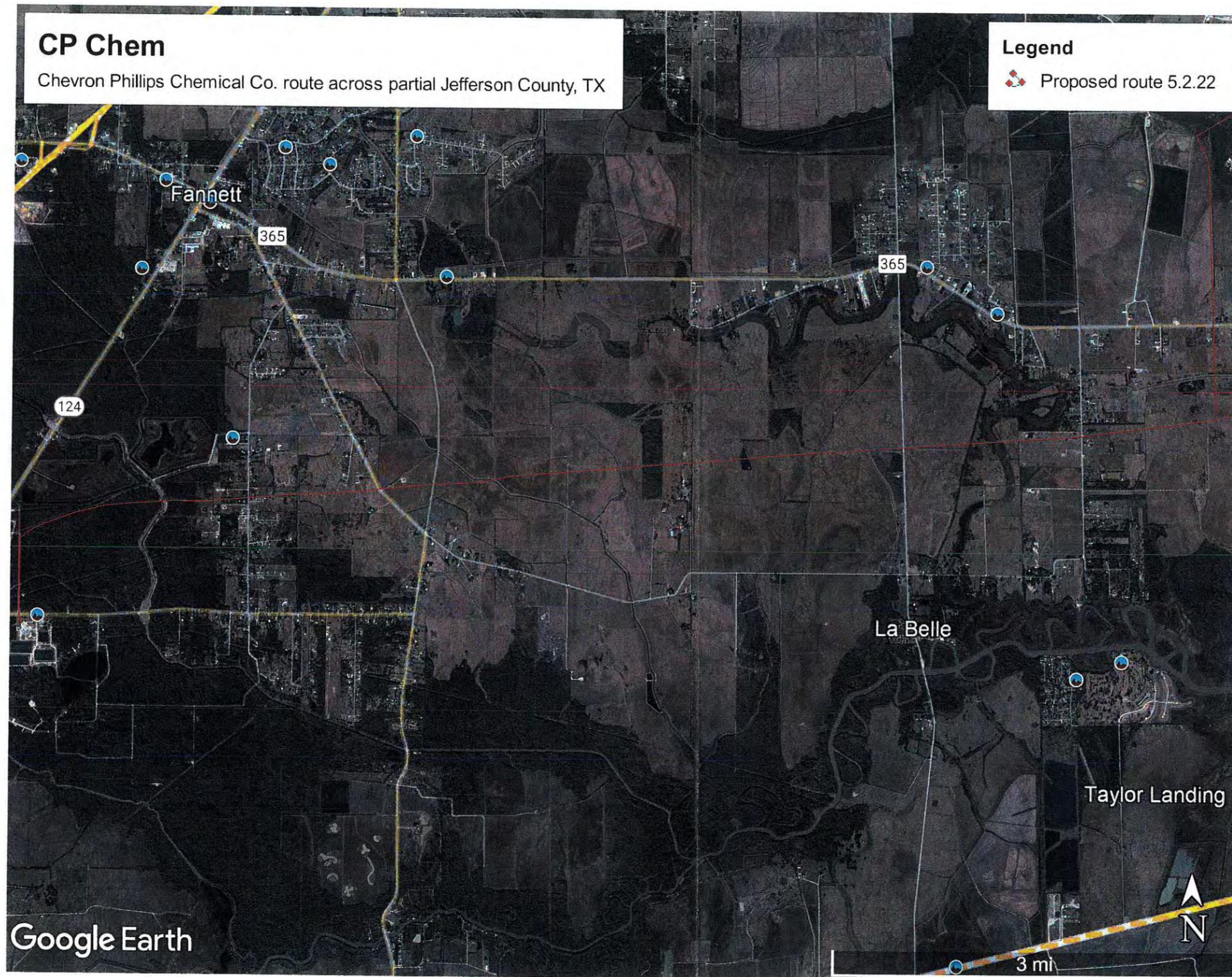
-  Spread 1 Garner Road Crossing

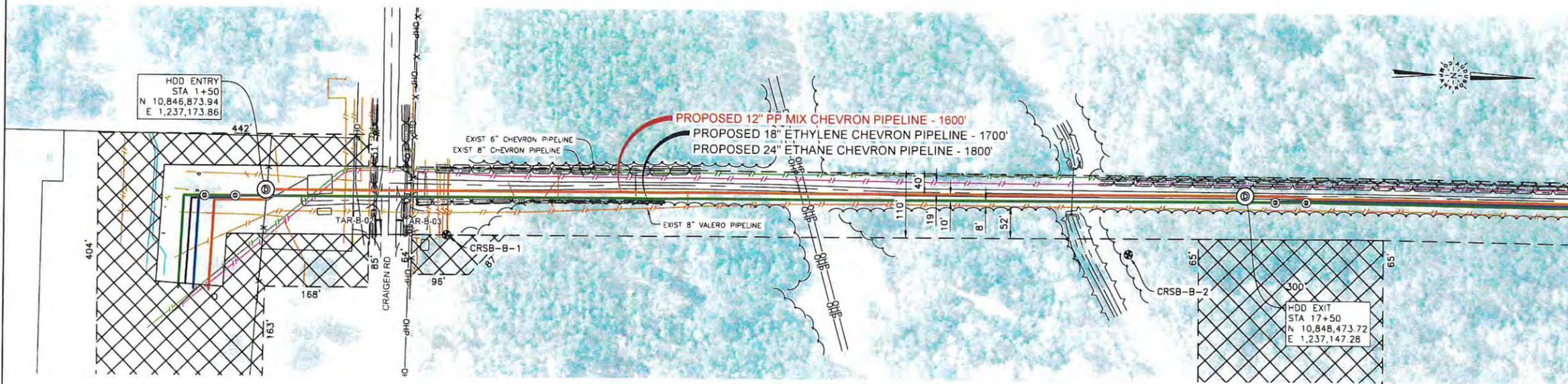


Google Earth

600 ft

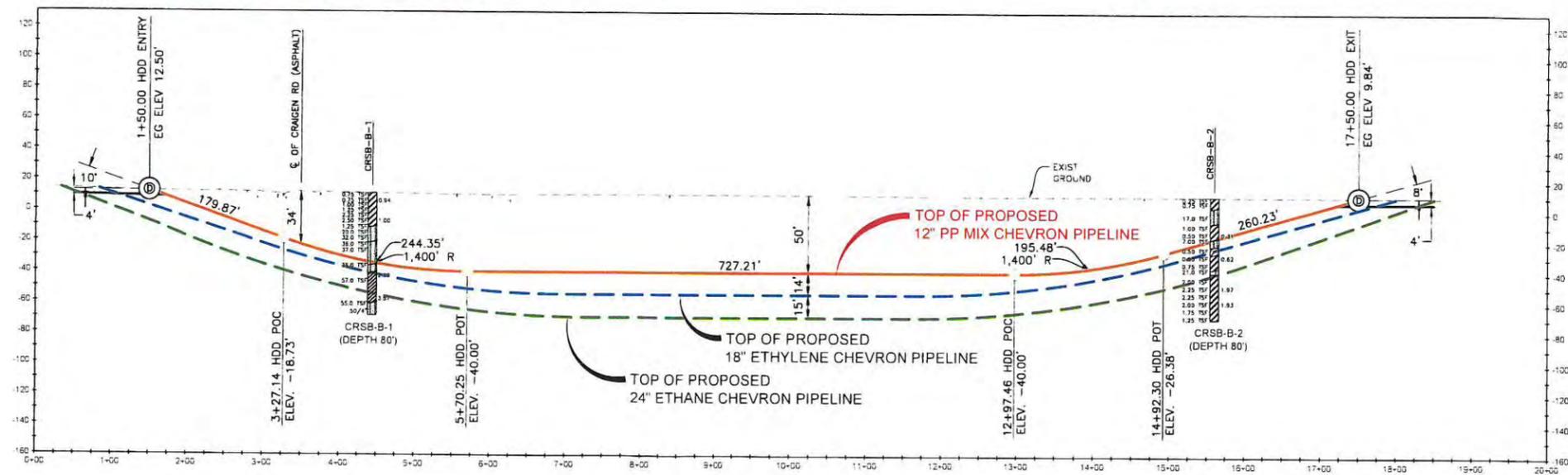






PLAN
SCALE 1"=100'

- 1+50 HDD ENTRY
- 2+18 FENCE LINE
- 2+35 6" CHEVRON PIPELINE (1.4' COV)
- 2+45 6" CHEVRON PIPELINE (1.4' COV)
- 2+55 FENCE LINE
- 2+79 4" HALCORP ENERGY PL (0.2' COV)
- 2+83 6" HALCORP ENERGY PL (3.3' COV)
- 2+87 OH POWER LINE
- 3+19 BURIED FIBER LINE (1.8' COV)
- 3+19 4" FOREIGN PIPELINE (2.8' COV)
- 3+22 TOP OF BANK
- 3+25 TOE OF SLOPE
- 3+26 6" DITCH
- 3+29 WATER LINE (3.0' COV)
- 3+31 TOP OF BANK
- 3+34 EDGE OF GRAVEL
- 3+50 18" CULVERT (CONCRETE)
- 3+75 BURIED FIBER LINE (FIELD VERIFY)
- 3+85 OH POWER LINE
- 3+89 FENCE LINE
- 3+96 PERMANENT PIPELINE (EXPOSED)
- 3+97 EDGE OF STRUCTURE
- 4+08 EDGE OF STRUCTURE
- 4+12 6" PENN VIRGINIA PIPELINE (1.3' COV)
- 4+30 6" FOREIGN PIPELINE (1.8' COV)
- 4+34 4" FOREIGN PIPELINE (EXPOSED)
- 4+47 8" FOREIGN PIPELINE (2.1' COV)
- 4+48 8" FOREIGN PIPELINE (1.7' COV)
- 5+51 1" FOREIGN PIPELINE (0.3' COV)
- 5+11 2" FOREIGN PIPELINE (0.8' COV)
- 8+27 10" FOREIGN PIPELINE (3.1' COV)
- 7+54 18" CULVERT (GALVANIZED)
- 8+38 2" FOREIGN PIPELINE (0.5' COV)
- 10+34 OH POWER LINE
- 10+35 OH POWER LINE
- 14+87 36" CULVERT (CONCRETE)
- 17+50 HDD EXIT



PROFILE
SCALE HORIZ 1"=100'
VERT 1"=50'

SPECIFICATIONS

CARRIER PIPE
12" X 406" WT API 5L X60 SMLS
W/ 14-16 MILS MIN FBE & 20-25 MILS MIN ARD

METHOD OF INSTALLATION
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE

DRILL LENGTHS	
DRILL LENGTH:	1,607'
HORIZ LENGTH:	1,600'

- CONTRACTOR NOTE**
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
 - THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

COORDINATE SYSTEM

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID128 U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)

ISSUED FOR
04/06/22
CONSTRUCTION

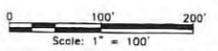
NO.	DATE	REVISION	BY	APPD.
A	04/06/22	ISSUED FOR CONSTRUCTION	AG	JD

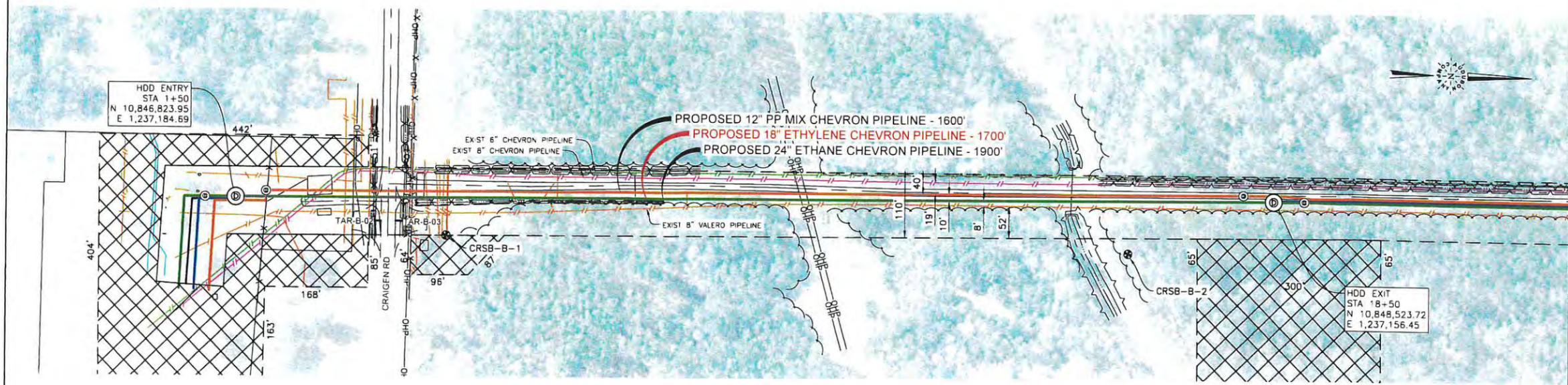
audubon
Field Solutions
10205 WESTHEIMER ROAD
SUITE 100
HOUSTON, TEXAS 77042
PHONE: (281) 868-0590

Chevron
Pipe Line

DRAWN BY:	AG	DATE:	03/01/22
CHECKED BY:	AG3	DATE:	03/03/22
APPROVED BY:	JD	DATE:	03/04/22

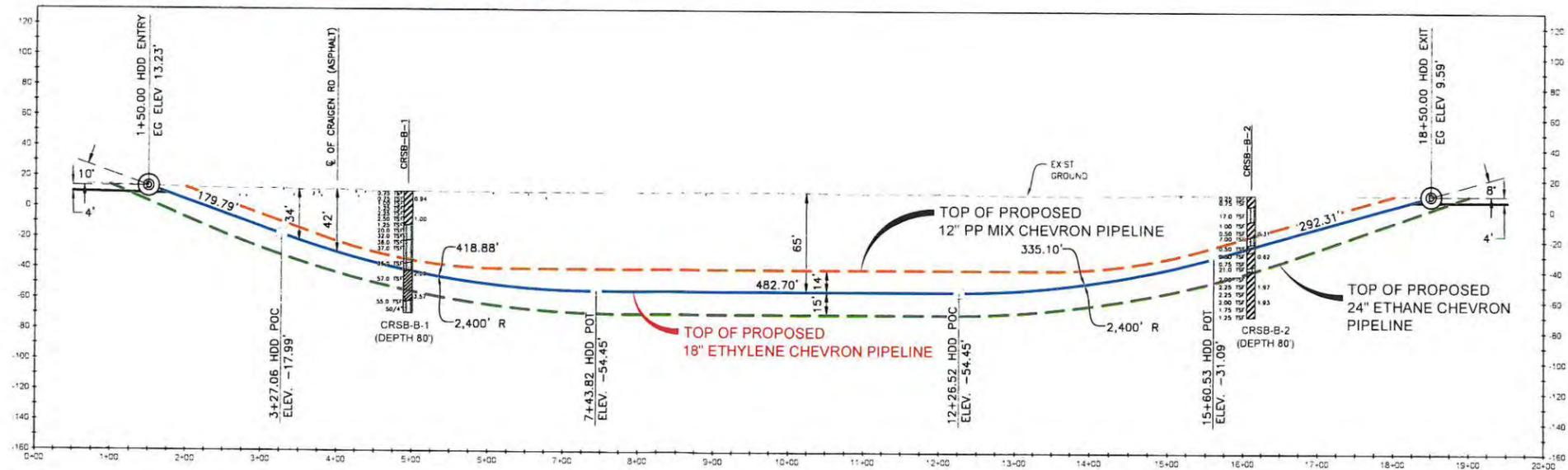
HDD CROSSING		
CHEVRON PIPELINE SPREAD 1 12" PP MIX PIPELINE CROSSING CRAIGEN RD 1 JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2035	A





PLAN
SCALE 1"=100'

- 1+50 HDD ENTRY
- 2+01 FENCE LINE
- 2+16 OH POWER LINE
- 2+73 6" CHEVRON PIPELINE (4.4' COV)
- 2+82 6" CHEVRON PIPELINE (4.8' COV)
- 3+29 4" HALCOORP ENERGY PL (0.2' COV)
- 3+43 6" HALCOORP ENERGY PL (0.3' COV)
- 3+49 OH POWER LINE
- 3+69 BURIED FIBER LINE (1.8' COV)
- 3+75 BURIED FIBER LINE (2.8' COV)
- 3+75 18" CULVERT (CONCRETE)
- 3+80 WATER LINE (3.3' COV)
- 4+00 1/2" OF CRAIGEN RD (ASPHALT)
- 4+25 18" CULVERT (CONCRETE)
- 4+29 BURIED FIBER LINE (FIELD VERIFY)
- 4+35 FENCE LINE
- 4+37 6" PERMAN PIPELINE (EXPOSED)
- 4+58 EDGE OF STRUCTURE
- 4+83 6" PENNA VIRGINIA PIPELINE (1.3' COV)
- 4+80 4" FOREIGN PIPELINE (1.9' COV)
- 4+85 2" FOREIGN PIPELINE (EXPOSED)
- 4+87 6" FOREIGN PIPELINE (1.8' COV)
- 4+88 6" FOREIGN PIPELINE (2.1' COV)
- 5+06 1" FOREIGN PIPELINE (1.7' COV)
- 6+53 2" FOREIGN PIPELINE (0.8' COV)
- 6+77 10" FOREIGN PIPELINE (3.1' COV)
- 8+88 2" FOREIGN PIPELINE (0.5' COV)
- 10+77 OH POWER LINE
- 10+88 OH POWER LINE
- 15+17 36" CULVERT (CONCRETE)
- 18+50 HDD EXIT



PROFILE
SCALE HORZ 1"=100'
VERT 1"=50'

SPECIFICATIONS

CARRIER PIPE
18" X 562 WT API 5L X60 DSAW
WF 4-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

METHOD OF INSTALLATION
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE

DRILL LENGTHS

DRILL LENGTH: 1,709'
HORZ LENGTH: 1,700'

CONTRACTOR NOTE

- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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COORDINATE SYSTEM

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15 NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010 GEOID12B. U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1")
PILOT DRILL ENTRY LOCATION	± 1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1")
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)

ISSUED FOR
04/06/22
CONSTRUCTION

NO.	DATE	REVISION	BY	APPD.
A	04/06/22	ISSUED FOR CONSTRUCTION	AG	JD

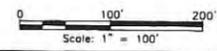
audubon
Field Solutions
10205 WESTHEMER ROAD
SUITE 100
HOUSTON, TEXAS 77042
PHONE: (281) 869-0500

Chevron
Pipe Line

DRAWN BY:	AG	DATE:	03/01/22
CHECKED BY:	AG3	DATE:	03/03/22
APPROVED BY:	JD	DATE:	03/04/22

HDD CROSSING
CHEVRON PIPELINE
SPREAD 1
18" ETHYLENE PIPELINE
CROSSING CRAIGEN RD 1
JEFFERSON COUNTY, TEXAS

SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2036	A



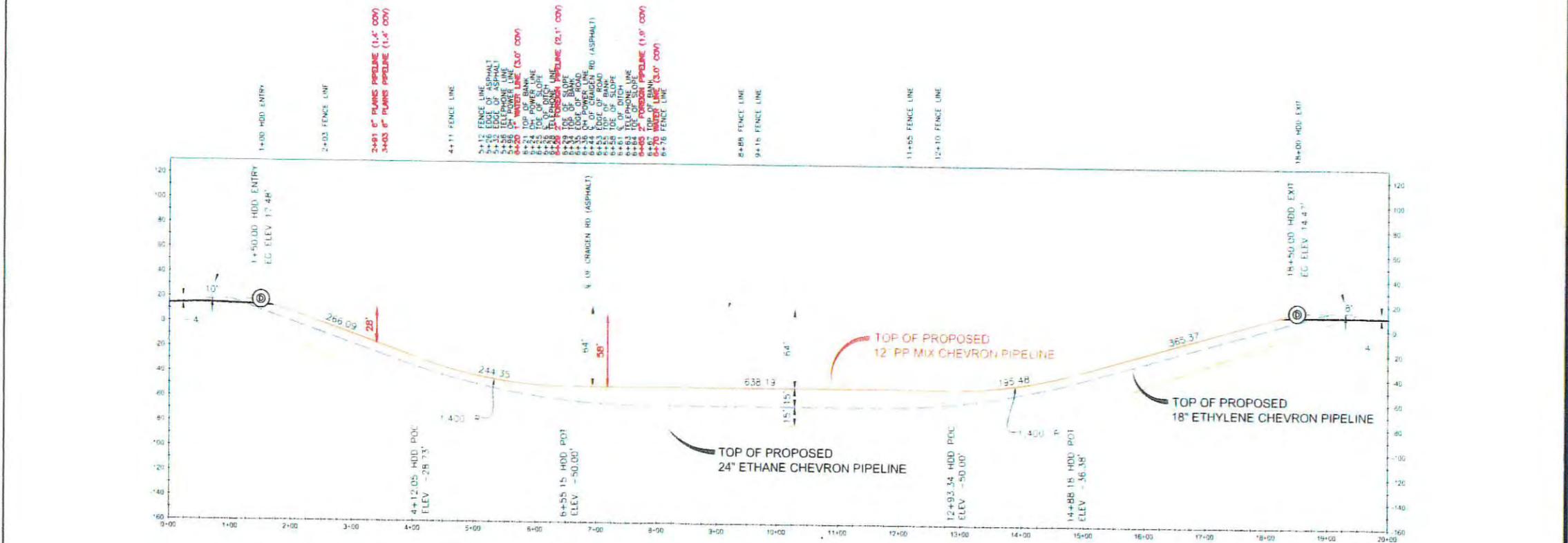
JEFFERSON COUNTY, TEXAS

Project: Chevron Pipeline - Spread 1A HDD Crossing		Date: 7/13/21	audubon
Location: Jefferson County, TX			
Horizontal Directional Drill Pulldown and Maximum Allowable Pull Force			
Item	Value	Unit	
1. Pulldown	100,000	lbs	
2. Maximum Allowable Pull Force	150,000	lbs	
Results:			
1. Pulldown	100,000	lbs	
2. Maximum Allowable Pull Force	150,000	lbs	
Notes:			
Prepared By:		Prepared Date:	



PLAN
SCALE 1"=100'

Project: Chevron Pipeline - Spread 1A HDD Crossing		Date: 7/13/21	audubon
Location: Jefferson County, TX			
Horizontal Directional Drill Installation Stress Analysis			
Item	Value	Unit	
1. Installation Stress Analysis at Point A	1.00	ksi	
2. Installation Stress Analysis at Point B	1.00	ksi	
3. Installation Stress Analysis at Point C	1.00	ksi	
Notes:			
Prepared By:		Prepared Date:	



PROFILE
SCALE HORIZ 1"=100'
VERT 1"=50'

SPECIFICATIONS

CARRIER PIPE
12" X 406 WT API 5L A60 SMLS
W/14-15 MILS MIN FBE & 20-25 MILS MIN APR

METHOD OF INSTALLATION
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

DRILL LENGTHS	
DRILL LENGTH	1,709
HORIZ LENGTH	1,700

CONTRACTOR NOTE

- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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COORDINATE SYSTEM

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1')
PILOT DRILL ENTRY LOCATION	±1 FOOT (30 CM) MEASURED PARALLEL TO PIPELINE ±5 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1')
PILOT DRILL EXIT LOCATION	±1 FOOT (30 CM) MEASURED PARALLEL TO PIPELINE ±5 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE
PILOT DRILL VERTICAL ELEVATION	±0.1 FEET (3 CM) ABOVE THE STATED ELEVATION OR ±0.2 FEET (6 CM) BELOW THE STATED ELEVATION
PILOT DRILL HORIZONTAL ALIGNMENT	±1 FEET (30 CM)



ISSUED FOR
08/03/21
CONSTRUCTION

NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	LGF	JD

audubon
Field Solutions
10205 WESTHEMER ROAD
SUITE 100
HOUSTON, TEXAS 77042
PHONE: (281) 889-0590

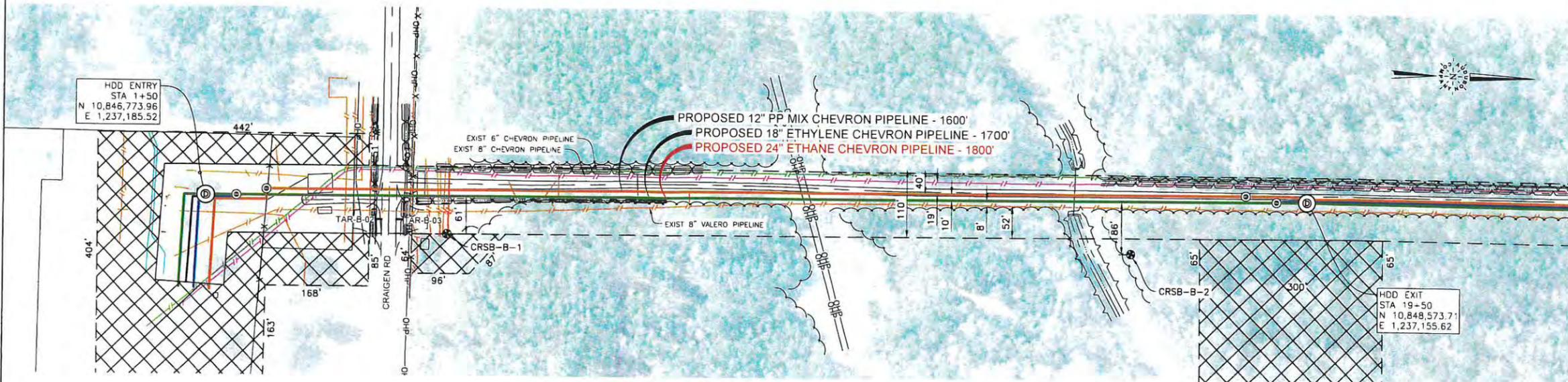


DRAWN BY	LGF	DATE	07/08/21
CHECKED BY	AGS	DATE	07/23/21
APPROVED BY	JD	DATE	07/23/21

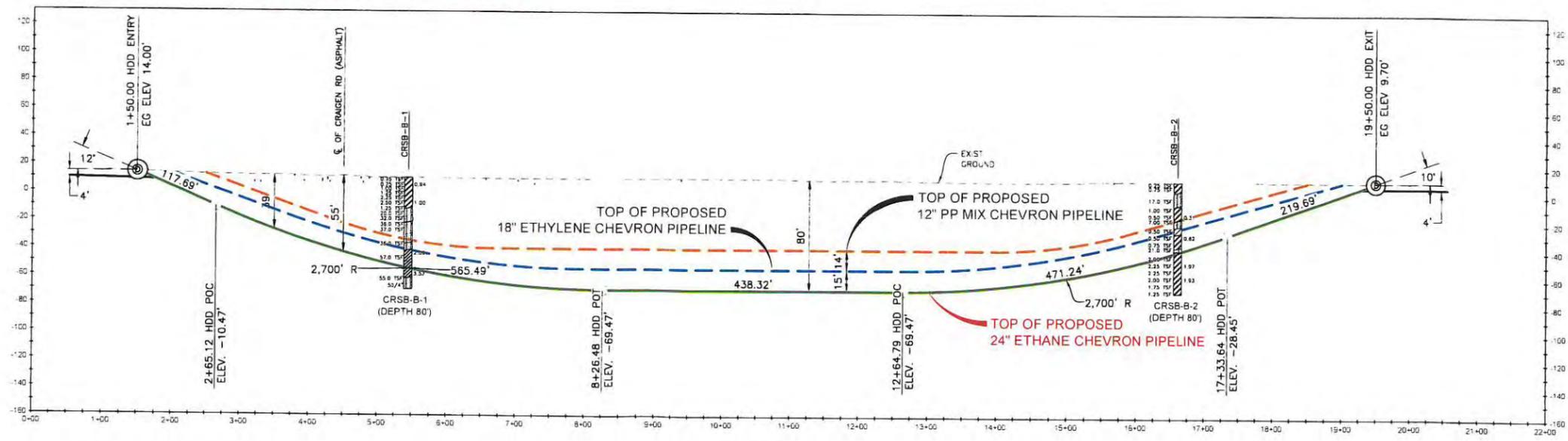
HDD CROSSING
CHEVRON PIPELINE
SPREAD 1A
12" PP MIX PIPELINE
CROSSING CRAIGEN RD
JEFFERSON COUNTY, TEXAS

SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2001	A





- 1+50 HDD ENTRY
- 2+51 FENCE LINE
- 2+56 OH POWER LINE
- 3+23 6" CHEVRON PIPELINE (4.4' COV)
- 3+32 8" CHEVRON PIPELINE (4.8' COV)
- 3+79 4" HELICOPT ENERGY PL (0.2' COV)
- 3+83 6" HELICOPT ENERGY PL (3.3' COV)
- 3+99 OH POWER LINE
- 4+19 BURIED FIBER LINE (1.8' COV)
- 4+19 4" FOREIGN PIPELINE (2.8' COV)
- 4+25 EDGE OF GRAVEL
- 4+30 WATER LINE (3.3' COV)
- 4+50 1/2" OF CRAIGEN RD (ASPHALT)
- 4+75 18" CULVERT (CONCRETE)
- 4+81 BURIED FIBER LINE (FIELD VERIFY)
- 4+81 EDGE OF GRAVEL
- 4+87 6" PERMAN PIPELINE (EXPOSED)
- 4+88 FENCE LINE
- 5+08 EDGE OF STRUCTURE
- 5+30 4" FOREIGN PIPELINE (1.3' COV)
- 5+30 4" FOREIGN PIPELINE (1.8' COV)
- 5+35 2" FOREIGN PIPELINE (EXPOSED)
- 5+40 4" FOREIGN PIPELINE (1.8' COV)
- 5+47 8" FOREIGN PIPELINE (2.1' COV)
- 5+48 8" FOREIGN PIPELINE (1.7' COV)
- 6+56 1" FOREIGN PIPELINE (0.3' COV)
- 7+03 2" FOREIGN PIPELINE (0.8' COV)
- 7+27 10" FOREIGN PIPELINE (3.1' COV)
- 9+36 2" FOREIGN PIPELINE (0.3' COV)
- 11+27 OH POWER LINE
- 11+36 OH POWER LINE
- 15+67 36" CULVERT (CONCRETE)
- 19+50 HDD EXIT



SPECIFICATIONS

CARRIER PIPE
24" X 687" WT API 5L X60 DSAW
W 14-15 MILS MIN. FBE & 20-25 MILS MIN. ARO

METHOD OF INSTALLATION
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE

DRILL LENGTHS	
DRILL LENGTH:	1,812'
HORZ LENGTH:	1,800'

- CONTRACTOR NOTE**
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
 - THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

COORDINATE SYSTEM

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM ZONE 15 NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010 GEOID 28 U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	± 1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)

ISSUED FOR
04/06/22
CONSTRUCTION

NO.	DATE	REVISION	BY	APPD.
A	04/06/22	ISSUED FOR CONSTRUCTION	AG	JD

audubon
Field Solutions
10205 WESTHEMER ROAD
SUITE 100
HOUSTON, TEXAS 77042
PHONE: (281) 868-0500

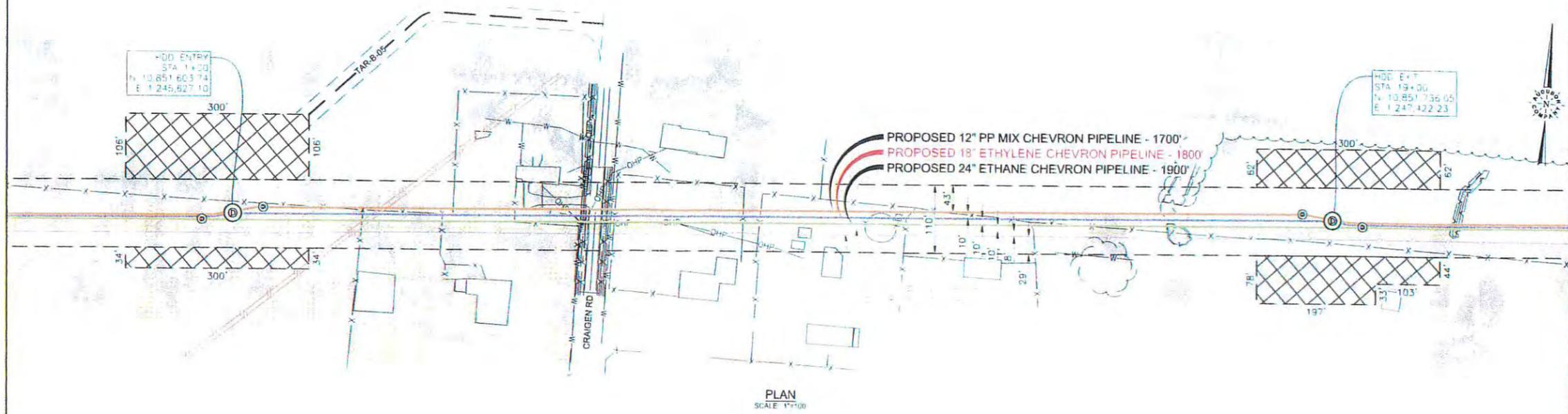
Chevron
Pipe Line

DRAWN BY: AG DATE: 03/01/22
CHECKED BY: AG3 DATE: 03/03/22
APPROVED BY: JD DATE: 03/04/22

HDD CROSSING		
CHEVRON PIPELINE SPREAD 1 24" ETHANE PIPELINE CROSSING CRAIGEN RD 1 JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2037	A

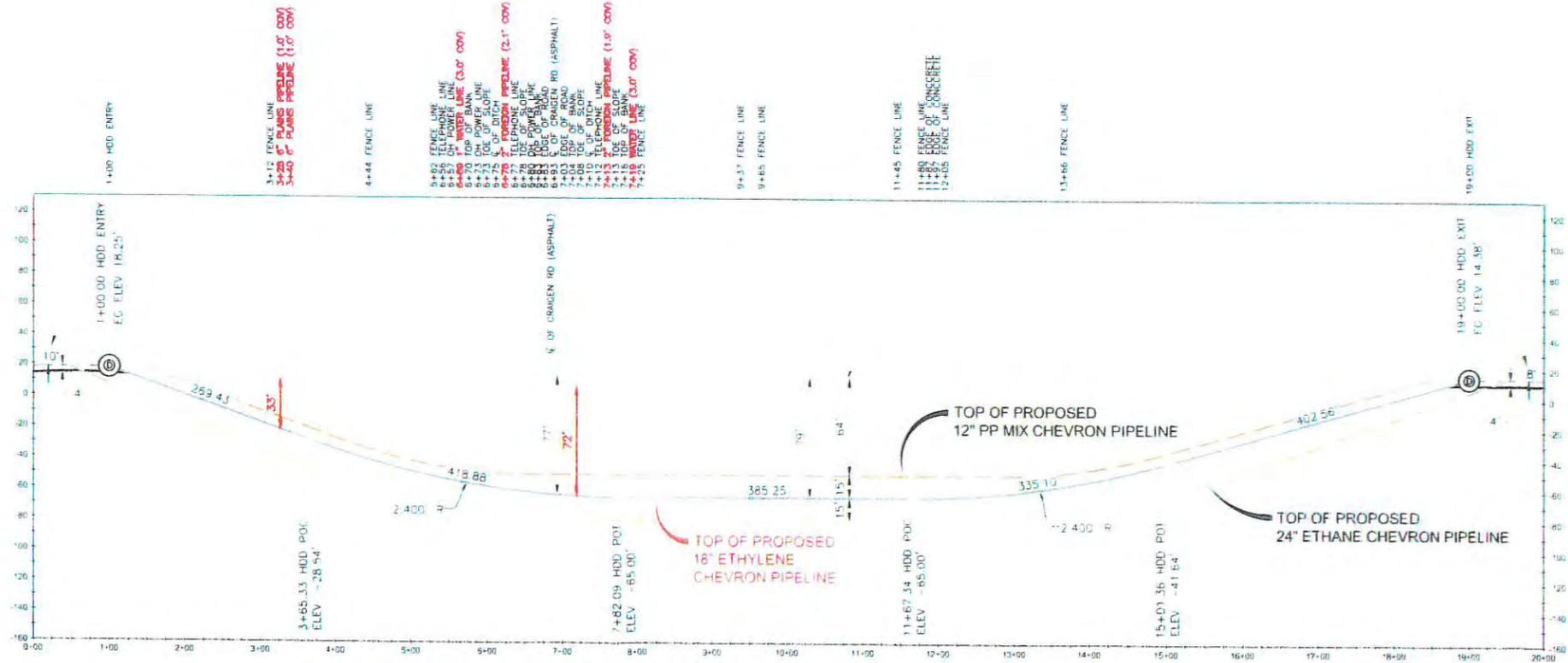
JEFFERSON COUNTY, TEXAS

Project		Date	
Location		Date	
Horizontal Directional Drill			
Drift Log and Maximum Allowable Pull Force			
Notes			
Prepared By		Prepared Using	



PLAN
SCALE 1"=100'

Project		Date	
Location		Date	
Horizontal Directional Drill			
Installation Stress Analysis			
Notes			
Prepared By		Prepared Using	



PROFILE
SCALE HORIZ 1"=100'
VERT 1"=50'

SPECIFICATIONS

CARRIER PIPE
18" X 562" WT. API 5L X60 DSAW
W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. AFD

METHOD OF INSTALLATION
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE

DRILL LENGTHS	
DRILL LENGTH	1,811'
HORIZ LENGTH	1,800'

CONTRACTOR NOTE

- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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COORDINATE SYSTEM

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (NAD 83) EPOCH 2010. GEOID12B U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS, DISTANCES ARE GRID
VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS

ITEM	RECOMMENDED TOLERANCES	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)	
PILOT DRILL ENTRY LOCATION	±1 FOOT (30 CM) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE	
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)	
PILOT DRILL EXIT LOCATION	± 7 FEET (6 CM) MEASURED PARALLEL TO PIPELINE ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE	
PILOT DRILL VERTICAL ALIGNMENT	± 0.01 FT (3 MM) ABOVE THE STATED ELEVATION ± 0.12 FT (3 MM) BELOW THE STATED ELEVATION	
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (60 CM)	



ISSUED FOR
08/03/21
CONSTRUCTION

NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	LGF	JD

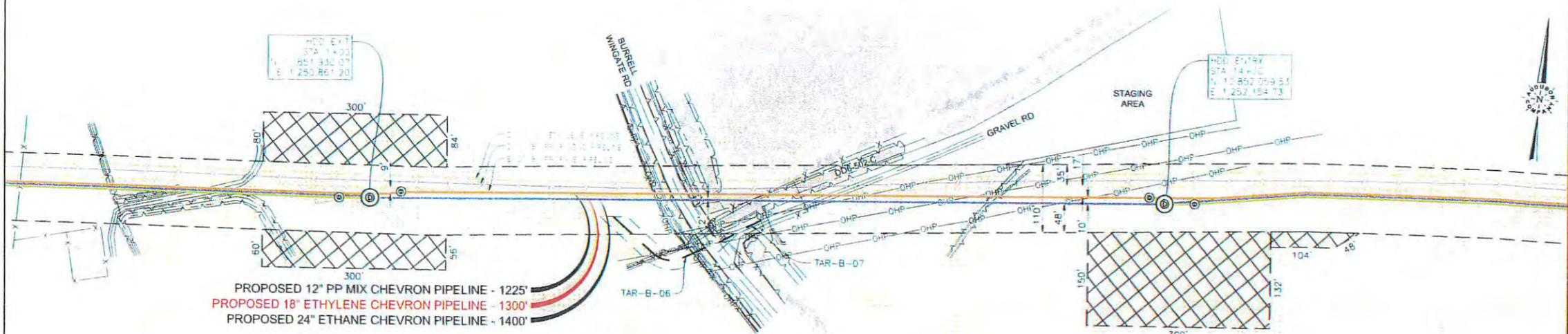
audubon
Field Solutions
10235 WESTMEIER ROAD
SUITE 100
HOUSTON, TEXAS 77042
PHONE: (281) 659-0580



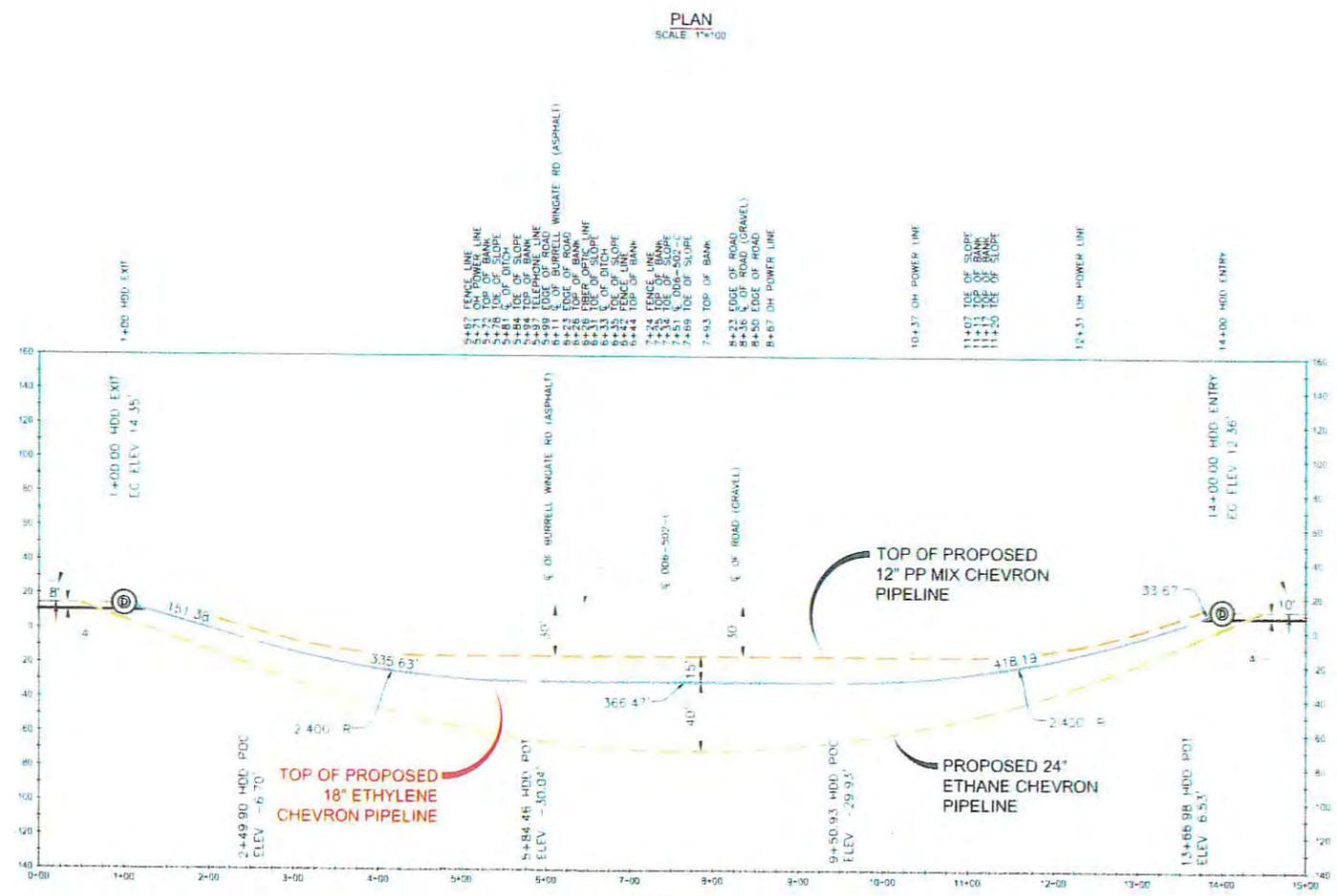
HDD CROSSING	
CHEVRON PIPELINE SPREAD 1A 18" ETHYLENE PIPELINE CROSSING CRAIGEN RD JEFFERSON COUNTY, TEXAS	
DRAWN BY: LGF	DATE: 07/09/21
CHECKED BY: AG3	DATE: 07/23/21
APPROVED BY: JD	DATE: 07/23/21
SCALE: 1"=100'	DRAWING NO: 019343002-AFS-DW-P2002
REV: A	

JEFFERSON COUNTY, TEXAS

Project		audubon	
Location	Date		
Horizontal Directional Drill			
Pull Load and Maximum Allowable Pull Force			
Item	Value	Item	Value
Weight	1.1	Weight	1.1
Length	1300	Length	1300
...
Prepared By	...	Prepared Using	...



Project		audubon	
Location	Date		
Horizontal Directional Drill			
Installation Stress Analysis			
Item	Value	Item	Value
...
Prepared By	...	Prepared Using	...



SPECIFICATIONS	
CARRIER PIPE	18" X 562' WT API 5L X60 QSAW
W	14.16 MILS MIN FBE & 20.25 MILS MIN ARD
METHOD OF INSTALLATION	
HORIZONTAL DIRECTIONAL DRILL	
DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE	

DRILL LENGTHS	
DRILL LENGTH	1305
HORIZ LENGTH	1300

CONTRACTOR NOTE:

- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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COORDINATE SYSTEM

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM ZONE 16, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID 2011. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 83) GPS OBSERVATIONS.

ITEM	RECOMMENDED TOLERANCES	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)	
PILOT DRILL ENTRY LOCATION	± 1.00' (31 CM) MEASURED PARALLEL TO PIPELINE	
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)	
PILOT DRILL EXIT LOCATION	± 2.00' (61 CM) MEASURED PARALLEL TO PIPELINE	
PILOT DRILL ENTRY ELEVATION	± 0.10' (3 CM) ABOVE THE STATED ELEVATION	
PILOT DRILL EXIT ELEVATION	± 0.10' (3 CM) BELOW THE STATED ELEVATION	
PILOT DRILL ALIGNMENT	± 0.10' (3 CM)	



ISSUED FOR 08/03/21 CONSTRUCTION

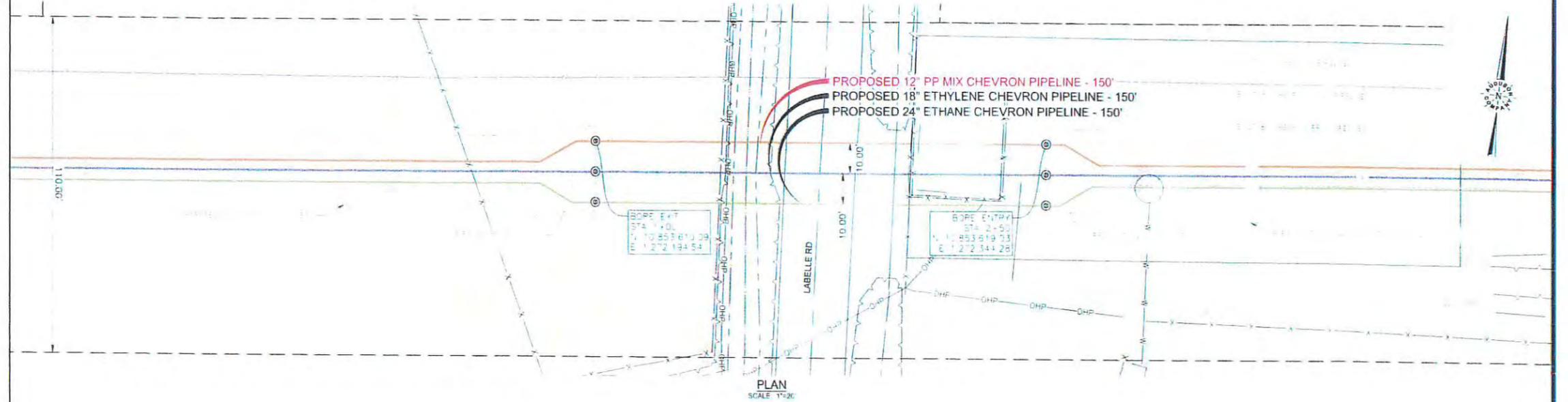
NO.	DATE	REVISION	BY	APPD
A	08/03/21	ISSUED FOR CONSTRUCTION	LGF	JD

audubon
Field Solutions
10205 WESTMEIER ROAD
SUITE 100
HOUSTON, TEXAS 77042
PHONE: (281) 666-0590

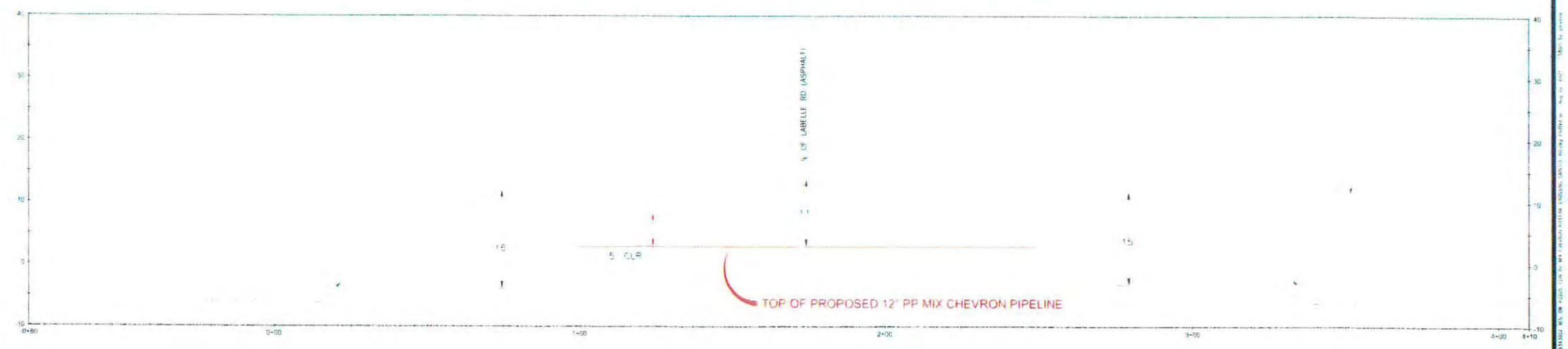
Chevron Pipe Line	
DRAWN BY	LGF DATE 07/12/21
CHECKED BY	AG3 DATE 07/23/21
APPROVED BY	JD DATE 07/23/21

HDD CROSSING		
CHEVRON PIPELINE		
SPREAD 1A		
18" ETHYLENE PIPELINE		
CROSSING BURRELL WINGATE RD		
JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=100'	019343002-AFS-DW-P2006	A

JEFFERSON COUNTY, TEXAS



- 1+00 BORE EXIT
- 1+42 FENCE LINE
- 1+44 TOP OF BANK
- 1+45 OH POWER LINE
- 1+47 TOE OF SLOPE
- 1+51 1/2 OH DITCH
- 1+54 TOE OF SLOPE
- 1+59 TOP OF BANK
- 1+64 EDGE OF ASPHALT
- 1+75 1/2 OF LABELLE RD (ASPHALT)
- 1+87 EDGE OF ASPHALT
- 2+05 FENCE LINE
- 2+08 FENCE LINE
- 2+08 CONCRETE BARR
- 2+35 FENCE LINE
- 2+35 FENCE LINE
- 2+50 BORE ENTRY



- CONTRACTOR NOTE**
1. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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 - TEMPORARY CASING PIPE SPECIFICATION (IF USED)
 - AUGER AND CUTTERHEAD SPECIFICATION
 - BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL
 - LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS
 - SPOILS MANAGEMENT AND DISPOSAL PLAN
 - EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN
 - GROUTING PLAN, MATERIALS AND SPECIFICATIONS (IF USED)
 - CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS, OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASINGS, FLOODED CASING AND/OR LAUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOIDS, SURFACE SETTLEMENT AND/OR SLIDE AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS
 - SETTLEMENT MONITORING PLAN, DETAILS, INSTALLATION AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD, AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION

SPECIFICATIONS

CARRIER PIPE
 12" X 400' WT API 5L X60 SMLS
 W/ 14-1/4 MILS MIN FBE & 20-25 MILS MIN ARI

METHOD OF INSTALLATION
 BORE
 DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

COORDINATE SYSTEM:
 BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM '83 (2011) EPOCH 2010, GEOID 12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
 VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF '88 (NAVD 88) GPS OBSERVATIONS.



**ISSUED FOR
 08/03/21
 CONSTRUCTION**

NO.	DATE	REVISION	BY	APPD
A	08/03/21	ISSUED FOR CONSTRUCTION	GMM	JD

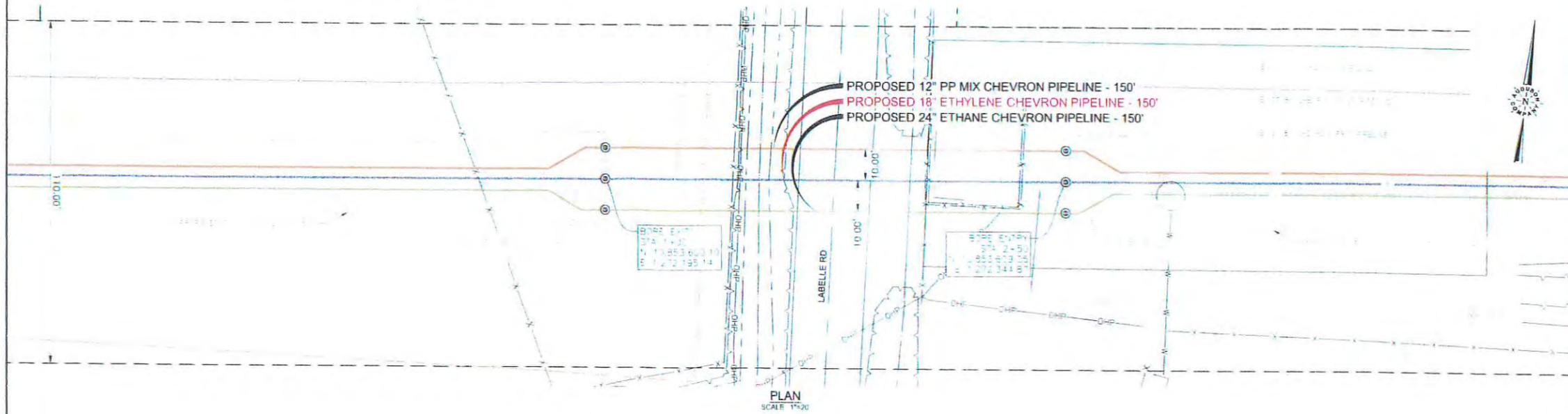
audubon
 Field Solutions
 10205 WESTHEIMER ROAD
 SUITE 100
 HOUSTON, TEXAS 77042
 PHONE: (281) 869-0590

Chevron
 Pipe Line

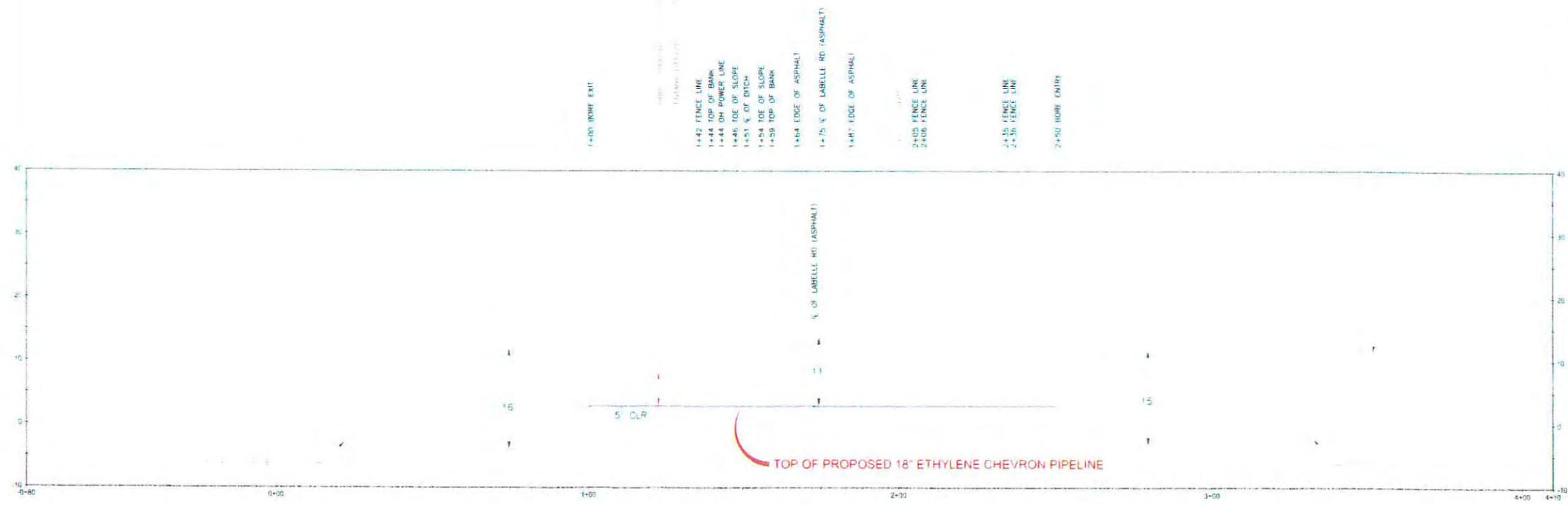
DRAWN BY	GMM	DATE	07/08/21
CHECKED BY	AGS	DATE	07/23/21
APPROVED BY	JD	DATE	07/23/21

BORE CROSSING		
CHEVRON PIPELINE		
SPREAD 1A		
12" PP MIX PIPELINE		
CROSSING LABELLE RD		
JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=20'	019343002-AFS-DW-P2025	A

JEFFERSON COUNTY, TEXAS



PLAN SCALE 1"=20'



PROFILE SCALE HORZ 1"=20' VERT 1"=10'

CONTRACTOR NOTE

1. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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 - TEMPORARY CASING PIPE SPECIFICATION (IF USED)
 - AUGER AND CUTTERHEAD SPECIFICATION
 - BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL
 - LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS
 - SPOILS MANAGEMENT AND DISPOSAL PLAN
 - EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN
 - GROUTING PLAN, MATERIALS, AND SPECIFICATIONS (IF USED)
 - CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS, OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LAUNCHING PIT, DRY OR LIVE OF CASING OVER EXCAVATION AND FLOODING OF JOBS, SURFACE SETTLEMENT AND/OR HEAVE, AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS
 - SETTLEMENT MONITORING PLAN DETAILS, INSTALLATION, AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD, AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION

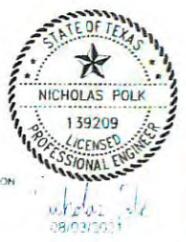
SPECIFICATIONS

CARRIER PIPE
 18" X .562" WT API 5L X60 DSAW
 W 14'-6" MINS MIN FBE & 20-25 MILS MIN. ARD

METHOD OF INSTALLATION
 BORE
 DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE

COORDINATE SYSTEM
 BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCE ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) SPS OBSERVATIONS



ISSUED FOR
 08/03/21
 CONSTRUCTION

NO	DATE	REVISION	BY	APPD
A	08/03/21	ISSUED FOR CONSTRUCTION	GMM	JD



Chevron
 Pipe Line

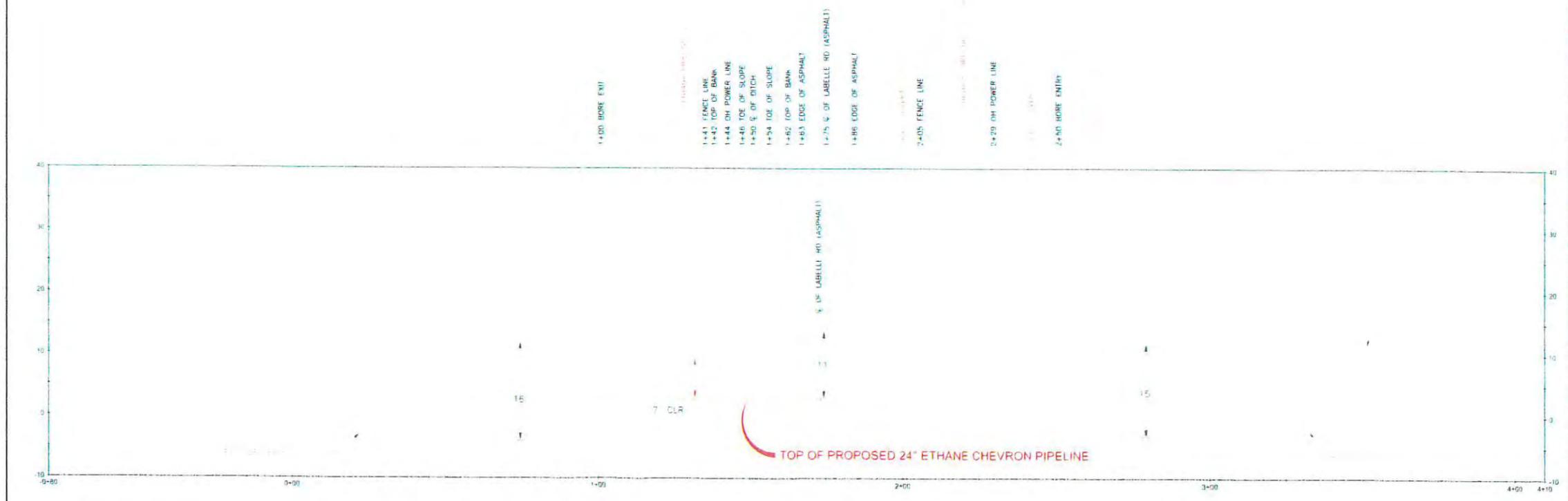
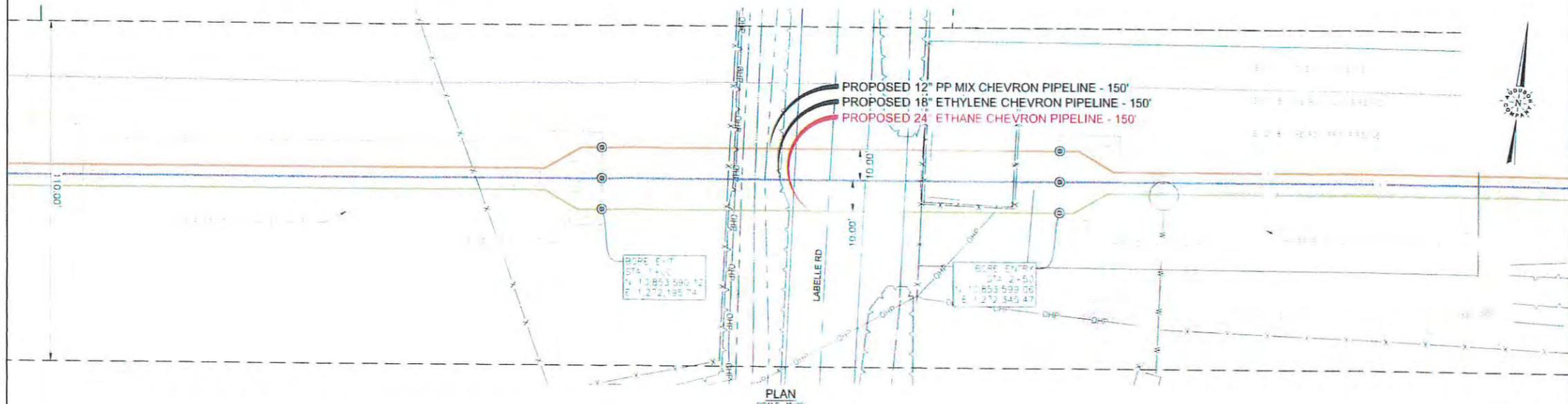
DRAWN BY: GMM DATE: 07/08/21
 CHECKED BY: AGJ DATE: 07/23/21
 APPROVED BY: JD DATE: 07/23/21

BORE CROSSING
 CHEVRON PIPELINE
 SPREAD 1A
 18" ETHYLENE PIPELINE
 CROSSING LABELLE RD
 JEFFERSON COUNTY, TEXAS

SCALE: 1"=20'
 DRAWING NO: 019343002-AFS-DW-P2026
 REV: A



JEFFERSON COUNTY, TEXAS



CONTRACTOR NOTE

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- THE CONTRACTOR SHALL ESTABLISH SETTLEMENT HEAVE MONITORING POINTS PRIOR TO CONSTRUCTION AND SURVEY THE MONUMENT PRIOR TO, DURING AND AFTER CONSTRUCTION IN ACCORDANCE WITH THE APPROVED SETTLEMENT MONITORING PLAN TO BE PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL SUBMIT THE FOLLOWING TO THE OWNER FOR APPROVAL PRIOR TO CONSTRUCTION (IF APPLICABLE):
 - TEMPORARY CASING PIPE SPECIFICATION (IF USED)
 - AUGER AND CUTTERHEAD SPECIFICATION
 - BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL
 - LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS
 - SPOILS MANAGEMENT AND DISPOSAL PLAN
 - EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN
 - GROUTING PLAN, MATERIALS, AND SPECIFICATIONS (IF USED)
 - CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS, OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LAUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOIDS, SURFACE SETTLEMENT AND/OR HEAVE, AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS
 - SETTLEMENT MONITORING PLAN, DETAILS, INSTALLATION AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD, AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION

SPECIFICATIONS

CARRIER PIPE
24" X 887" WT API 5L X50 DSAW
W 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARG

METHOD OF INSTALLATION
BORE
DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 19 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE

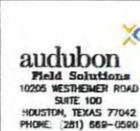
COORDINATE SYSTEM

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM '83 (2011) EPOCH 2010, GEOID12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS



ISSUED FOR
08/03/21
CONSTRUCTION

NO	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	GMM	JD

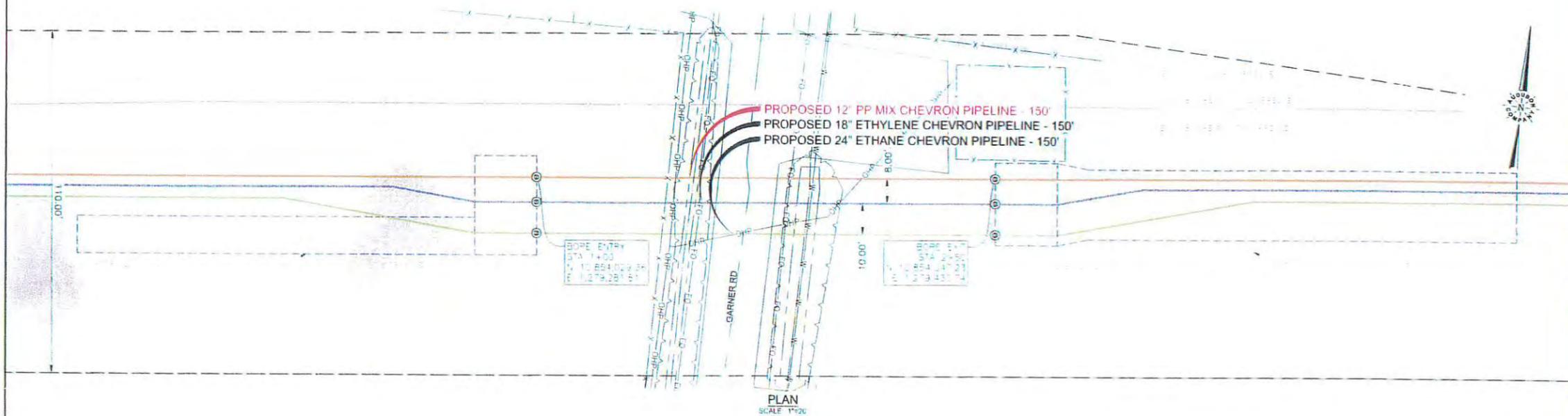


Chevron Pipe Line			
DRAWN BY	GMM	DATE	07/08/21
CHECKED BY	AGS	DATE	07/23/21
APPROVED BY	JD	DATE	07/23/21

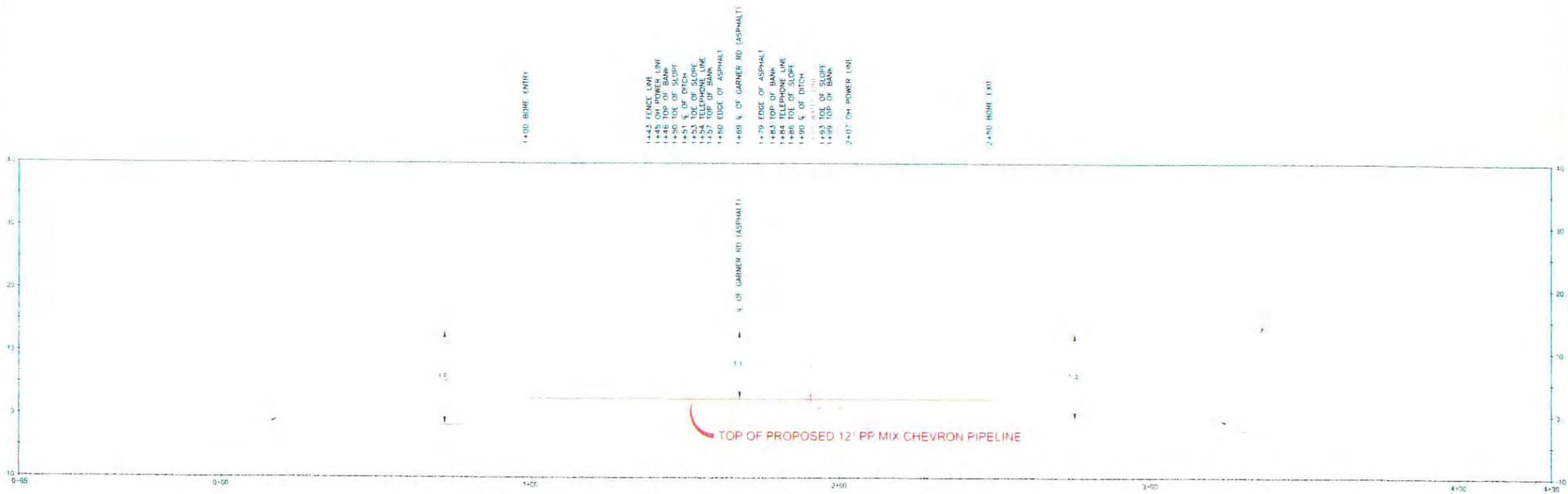
BORE CROSSING		
CHEVRON PIPELINE SPREAD 1A 24" ETHANE PIPELINE CROSSING LABELLE RD JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=20'	019343002-AFS-DW-P2027	A



JEFFERSON COUNTY, TEXAS



PLAN SCALE 1\"/>



PROFILE SCALE HORIZ 1\"/>

- CONTRACTOR NOTE**
- THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
 - THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY LINES AND STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.
 - THE CONTRACTOR SHALL ESTABLISH SETTLEMENT HEAVE MONITORING POINTS PRIOR TO CONSTRUCTION AND SURVEY THE MONUMENT PRIOR TO, DURING AND AFTER CONSTRUCTION IN ACCORDANCE WITH THE APPROVED SETTLEMENT MONITORING PLAN TO BE PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL SUBMIT THE FOLLOWING TO THE OWNER FOR APPROVAL PRIOR TO CONSTRUCTION (IF APPLICABLE):
 - TEMPORARY CASING PIPE SPECIFICATION (IF USED)
 - AUGER AND CUTTERHEAD SPECIFICATION
 - BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL
 - LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS
 - SPOILS MANAGEMENT AND DISPOSAL PLAN
 - EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN
 - GROUTING PLAN, MATERIALS, AND SPECIFICATIONS (IF USED)
 - CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS: OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LAUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOID, SURFACE SETTLEMENT AND/OR HEAVE, AND ALL OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS
 - SETTLEMENT MONITORING PLAN, DETAILS, INSTALLATION AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD, AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION

SPECIFICATIONS

CARRIER PIPE
 12" X 400' WT API 5L X60 SMLS
 W. 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARO

METHOD OF INSTALLATION
 BORE
 DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195, TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

COORDINATE SYSTEM
 BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15, NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010. GEOD12B, U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
 VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD8) @ 3PS OBSERVATIONS



**ISSUED FOR
 08/03/21
 CONSTRUCTION**

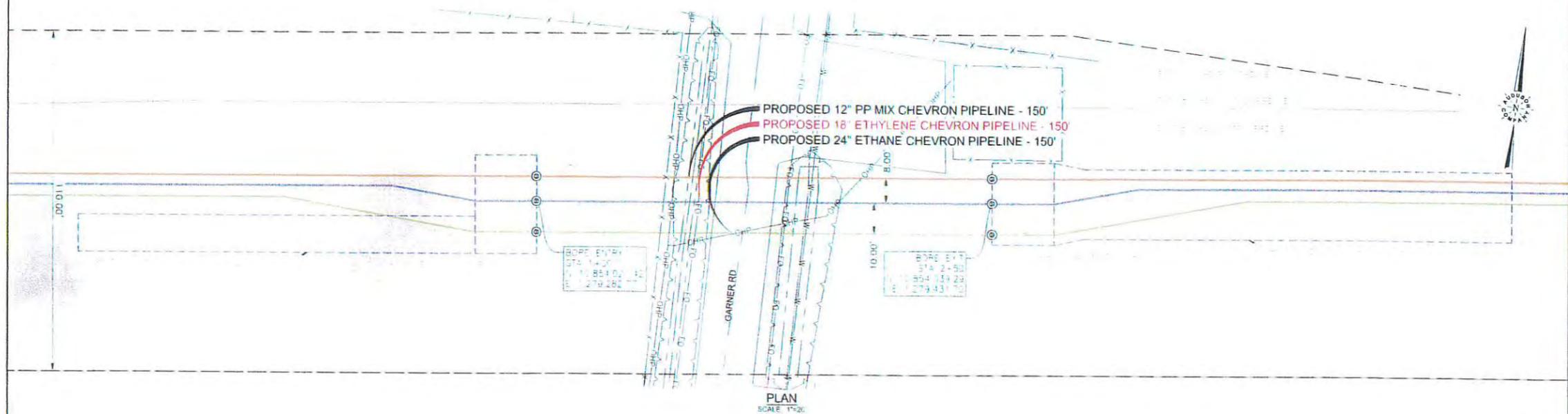
NO.	DATE	REVISION	BY	APPD
A	08/03/21	ISSUED FOR CONSTRUCTION	GMM	JJ



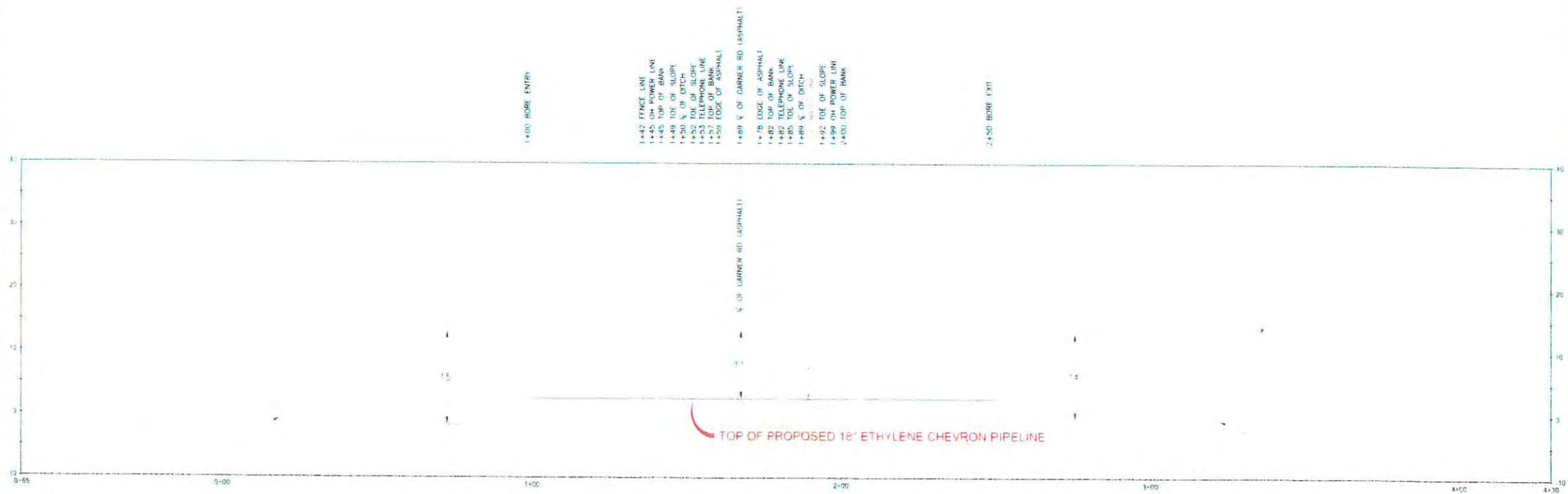
DRAWN BY	MM	DATE	07/08/21
CHECKED BY	AG3	DATE	07/23/21
APPROVED BY	JJ	DATE	07/23/21

BORE CROSSING		
CHEVRON PIPELINE		
SPREAD 1A		
12" PP MIX PIPELINE		
CROSSING GARNER RD		
JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV
1"=20'	019343002-AFS-DW-P2032	A

JEFFERSON COUNTY, TEXAS



PLAN
SCALE 1"=20'



PROFILE
SCALE HORIZ 1"=20'
VERT 1"=10'

- CONTRACTOR NOTE**
- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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 - AUGER AND CUTTERHEAD SPECIFICATION;
 - BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL;
 - LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED);
 - STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED);
 - SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS;
 - SPOILS MANAGEMENT AND DISPOSAL PLAN;
 - EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN;
 - GROUTING PLAN, MATERIALS AND SPECIFICATIONS (IF USED);
 - CONTINGENCY PLAN FOR UNFORESEEN CONDITIONS, OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOID, SURFACE SETTLEMENT AND/OR HEAVE, AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS;
 - SETTLEMENT MONITORING PLAN, DETAILS, INSTALLATION, AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION.

SPECIFICATIONS

CARRIER PIPE
18" X 562 WT API 5L X60 QSAW
W/ 14-18 MILS MIN. FBE & 20-25 MILS MIN. APO

METHOD OF INSTALLATION
BORE
BORE SPECIFICATIONS COMPLY WITH U.S. DOT 19 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

COORDINATE SYSTEM
BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 15 NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010, GEOID20 U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88); GPS OBSERVATIONS.



**ISSUED FOR
08/03/21
CONSTRUCTION**

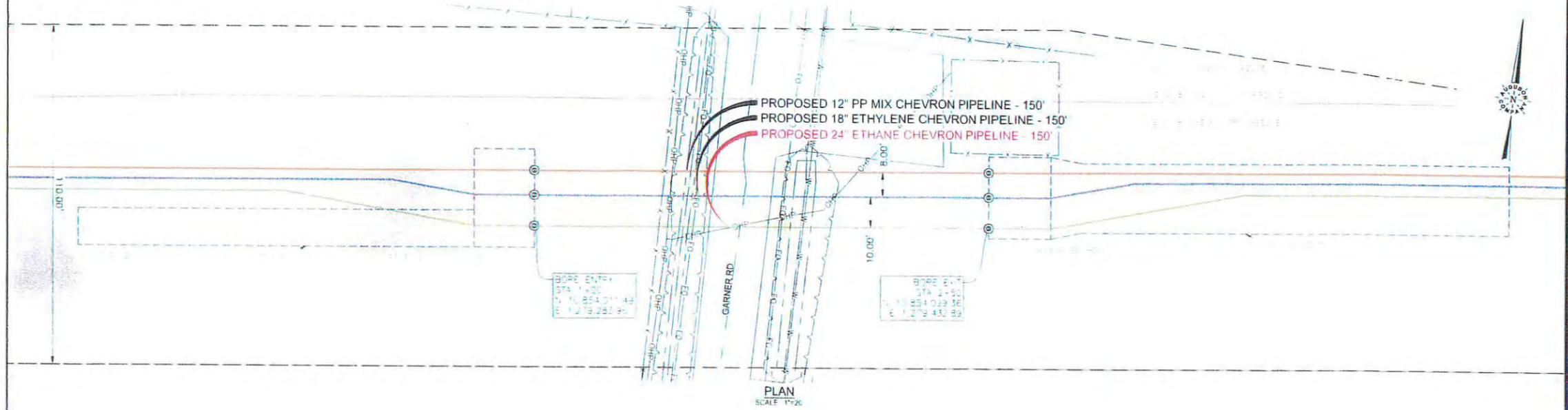
NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	GMM	JD

audubon
Field Solutions
10205 WESTHEMER ROAD
SUITE 100
HOUSTON, TEXAS 77042
PHONE: (281) 659-0580

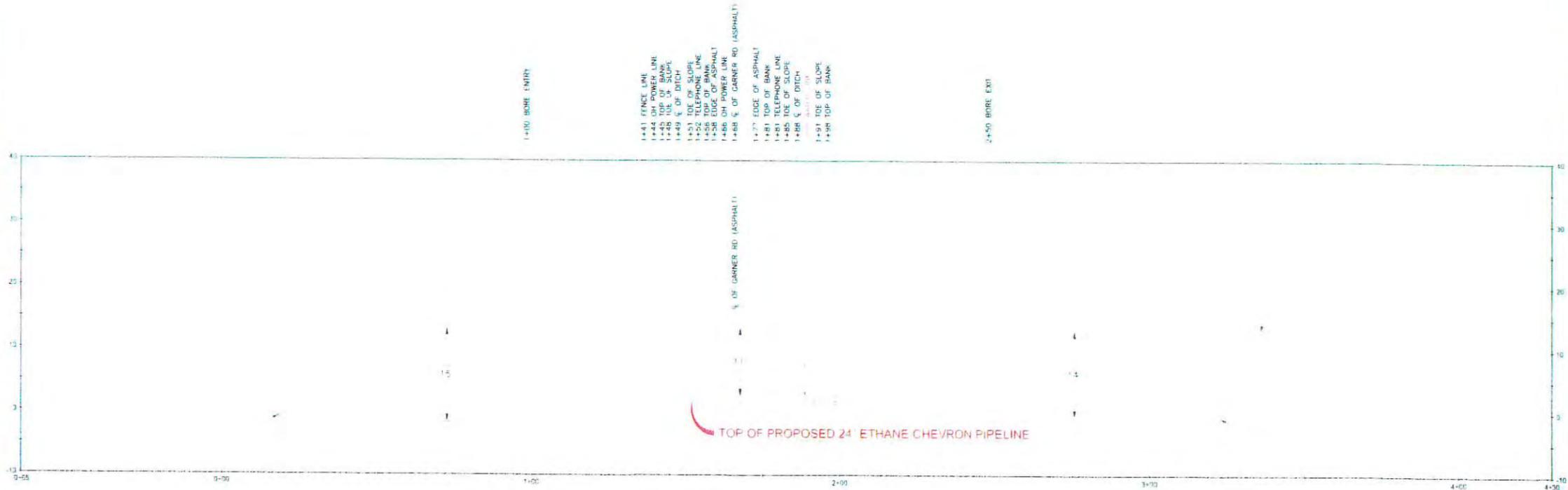
Chevron Pipe Line	
DRAWN BY: GMM	DATE: 07/08/21
CHECKED BY: AGS	DATE: 07/23/21
APPROVED BY: JD	DATE: 07/23/21

BORE CROSSING		
CHEVRON PIPELINE SPREAD 1A 18" ETHYLENE PIPELINE CROSSING GARNER RD JEFFERSON COUNTY, TEXAS		
SCALE: 1"=20'	DRAWING NO: 019343002-AFS-DW-P2033	REV: A

JEFFERSON COUNTY, TEXAS



PLAN
SCALE 1"=20'



PROFILE
SCALE HORIZ 1"=20'
VERT 1"=10'

CONTRACTOR NOTE

- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
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 - AUGER AND CUTTERHEAD SPECIFICATION
 - BORE MACHINE OR PNEUMATIC HAMMER SPECIFICATION AND OPERATING MANUAL
 - LUBRICATING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - STEERING SYSTEM SPECIFICATION AND MATERIALS (IF USED)
 - SHORING PLAN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS
 - SPOILS MANAGEMENT AND DISPOSAL PLAN
 - EXCAVATION AND SHORING INSPECTION AND MONITORING PLAN
 - GROUTING PLAN, MATERIALS, AND SPECIFICATIONS (IF JSFD)
 - CONTINGENCY PLAN FOR UNFROZEN CONDITIONS, OBSTRUCTION, DISCOVERED UNMARKED FOREIGN UTILITIES, GROUND WATER, CONTAMINATED GROUND CONDITION, UNSTABLE GROUND CONDITIONS, LOCKED AUGERS AND/OR STUCK CASING, FLOODED CASING AND/OR LAUNCHING PIT, DRIFT OR DIVE OF CASING, OVER-EXCAVATION AND FORMATION OF VOID, SURFACE SETTLEMENT AND/OR HEAVE, AND ANY OTHER CONDITIONS THAT WOULD PREVENT ADVANCEMENT OF THE CASING AND AUGERS, HALTING BORING OPERATIONS
 - SETTLEMENT MONITORING PLAN, DETAILS, INSTALLATION, AND NUMBER OF SETTLEMENT MONITORING POINTS, SURVEYING METHOD AND FREQUENCY OF SURVEY FOR EACH PHASE OF CONSTRUCTION

SPECIFICATIONS

CARRIER PIPE
24" X 887 WT API 5L X50 USAW
W/ 14-16 MILS MIN. FBE & 20-25 MILS MIN. ARG.

METHOD OF INSTALLATION
BORE
DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE.

COORDINATE SYSTEM

ALL RINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM, ZONE 13, NORTH AMERICAN DATUM '83 (2011) EPOCH 2010. GEOD12B U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.
VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.



**ISSUED FOR
08/03/21
CONSTRUCTION**

NO.	DATE	REVISION	BY	APPD.
A	08/03/21	ISSUED FOR CONSTRUCTION	GMM	JD



DRAWN BY		GMM	DATE	07/08/21
CHECKED BY	AG3	DATE	07/23/21	
APPROVED BY	JD	DATE	07/23/21	



BORE CROSSING		
CHEVRON PIPELINE SPREAD 1A 24" ETHANE PIPELINE CROSSING GARNER RD JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV
1"=20'	019343002-AFS-DW-P2034	A

Permit Number: 05-P-22
Precinct Number: 3
Bond Number: 585216587

APPLICATION FOR PIPE LINE PERMIT

Date: 06/28/22

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Chevron Phillips Chemical Company, LP, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:

See comments CRAIGEN RD.-HDD (PIPE BUNDLE)

Number of drawings attached 1

Construction will begin on or after August 1, 2022

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 06/28/22 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u>	Road crossing @\$100.00	\$ <u>100.00</u>
	Miles parallel @\$150.00/mile or fraction	\$ _____
	TOTAL	\$ <u>100.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile** or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Chevron Phillips Chemical Company, LP
Company Name

10001 Six Pines Drive, The Woodlands, TX 77380
Address

[Signature]
Company Representative Name/Title
GM PIPELINE & PROJECTS

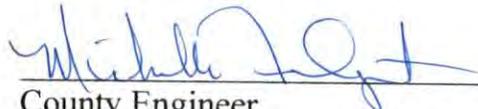
(832) 813-4950
Phone Number

DOYLE LAND SERVICES INC.
REV 2020
DAVIO LOREHN
(318) 450-7935

400 POYDRAS STREET
SUITE 1600, NEW ORLEANS,
LA 70130

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 10,000.00


County Engineer

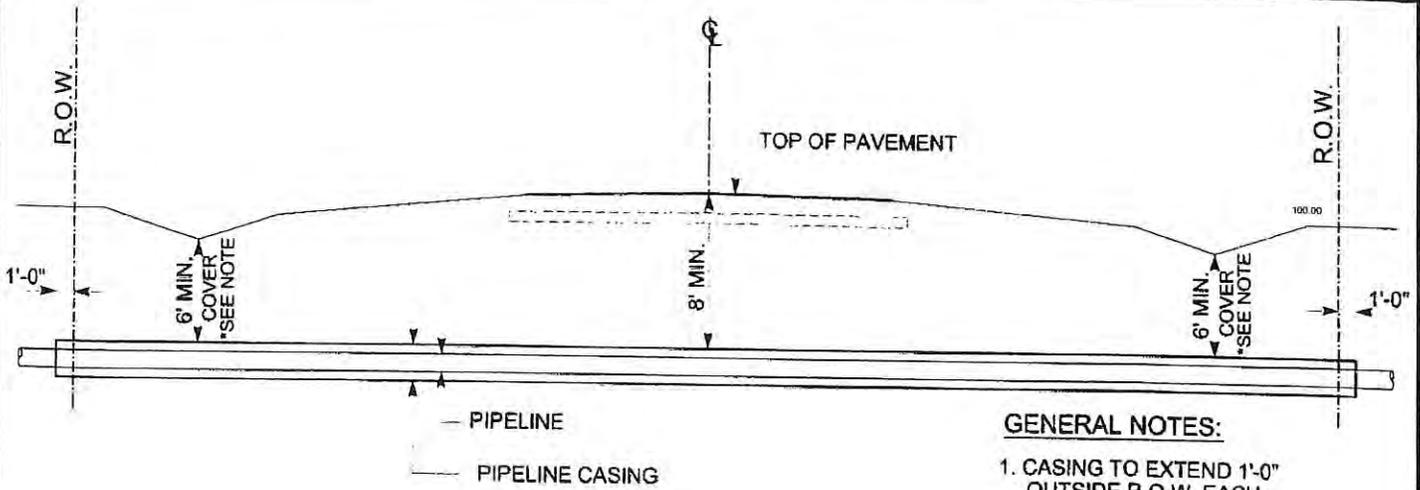
06/28/22
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 10,000.00.
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By 
County Judge

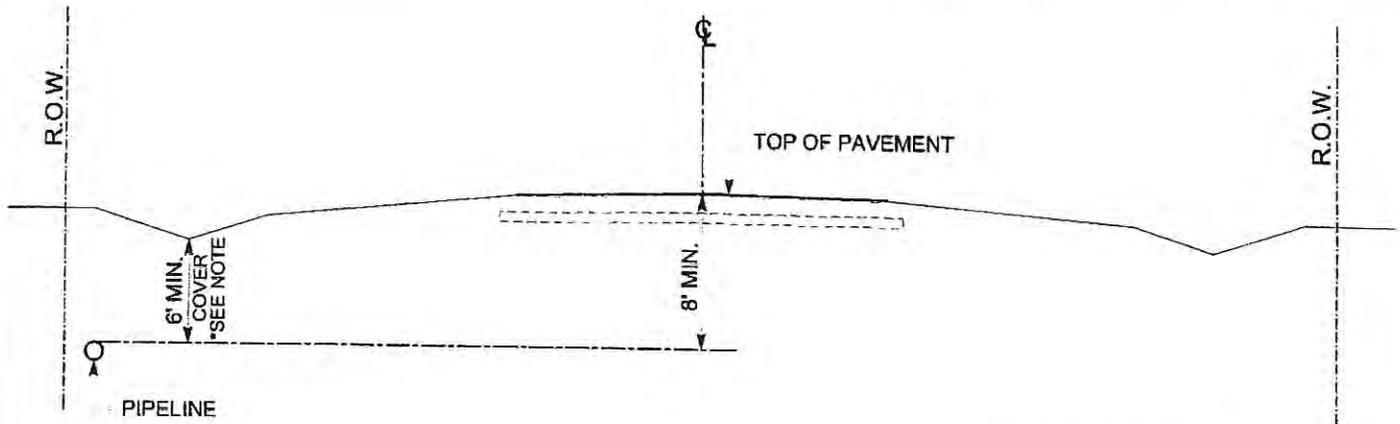


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

88 Chevron Phillips Chemical Company LP

- Legend**
-  Premcor Refining
 -  Spread 5 Craigen Road Crossing



Google Earth

1000 ft



PIPELINE RIGHT OF WAY BOND

Bond No. 58S216587

KNOW ALL MEN BY THESE PRESENTS:

That we, Chevron Phillips Chemical Company LP, as Principal, and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of Massachusetts with its principal office in Boston, MA, as Surety, are held and firmly bound unto the Jefferson County Commissioners' Court, as Obligee, in the full penal sum of Ten Thousand and No/100 Dollars (\$10,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a Right-of-Way Permit, and the term of said permit is as indicated opposite the block checked below:

[] Beginning the day of 20 , and ending the day of 20 .

[X] Continuous, beginning the 8th day of June, 2022.

WHEREAS, the Principal is required by law to file with the Jefferson County Commissioners' Court, a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by and between the principal and surety that the above obligation shall cover all permits that specifically refer to the above obligation.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such permittee shall do the work authorized as described and specified to the satisfaction of said Obligee or its duly authorized agent, and upon the completion of said work clean up and restore the right-of-way to original condition where such work shall have been done to the satisfaction of the said Obligee or its duly authorized agent, and shall hold said Obligee harmless on account of all claims for damages that may occur to persons or property including damages to property belonging to said Obligee arising out of the prosecution of such work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated this 8th day of June, 2022



Seal No. 4440



CHEVRON PHILLIPS CHEMICAL COMPANY LP

By: M. L. Emerson

LIBERTY MUTUAL INSURANCE COMPANY

By: Joyce A. Johnson
Joyce A. Johnson, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

Certificate No. 8204867

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joyce A. Johnson all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

American States Insurance Company
First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of June, 2022



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

NOT valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries.

August 1, 2022

CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.

BOND AMOUNT BREAKDOWN:

(Spread 5)

\$5000.00 per crossing @ 1 crossings x 2 pipelines per crossing: \$10,000.00

Total: \$10,000.00

August 1, 2022

CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.**PERMIT CHECK BREAKDOWN:****(Spread 5)**

\$100.00 per crossing @ 1 crossings:	\$100.00
Total:	\$100.00

CHEVRON PHILLIPS CHEMICAL COMPANY, L.P.
PIPELINE CROSSING PERMIT APPLICATION
(Spread 5)

PIPELINE PERMIT POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permittee shall comply with all rules, regulations, principles, and specifications herein contained and only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

The permittee is allowed three months from the granting of the permit to start construction. Once started, the permittee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a pipeline installed by the permittee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permittee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

Responsibility for Repairs

The permittee, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the permittee.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permittee and in which it is judged that the permittee cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

INDEMNIFICATION OF COUNTY

The permittee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permittee, its agents, servants, employees, and contractors may do or cause to be done.

The permittee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

SPECIFICATIONS

General

The permittee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permittee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permittee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permittee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permittee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permittee for such work.

Line Crossing, Method of Placement (See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The permittee shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The permittee shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The permittee will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Permit Fee

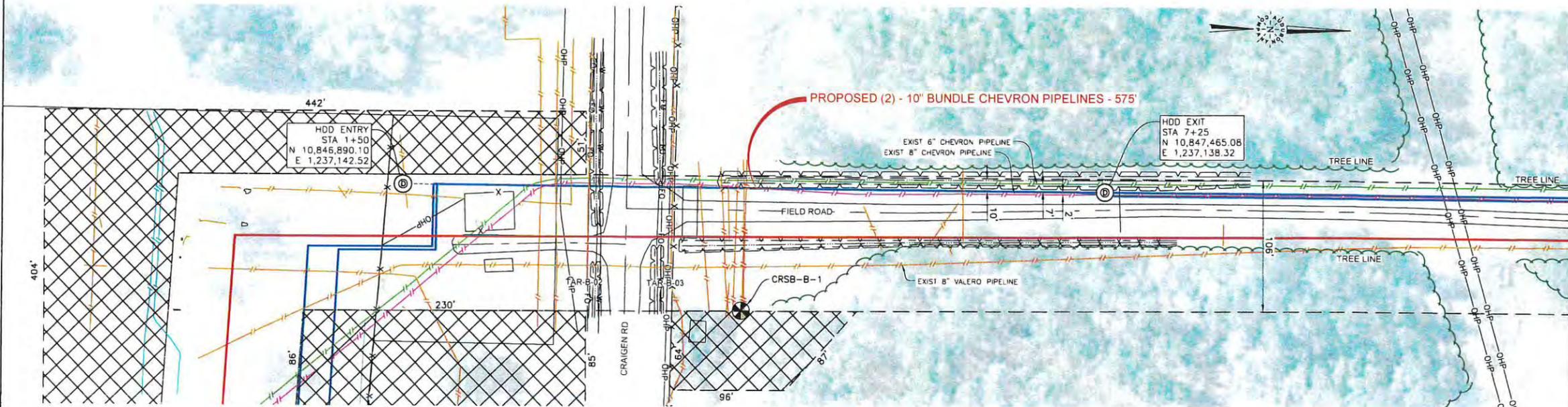
The permit fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Permittee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

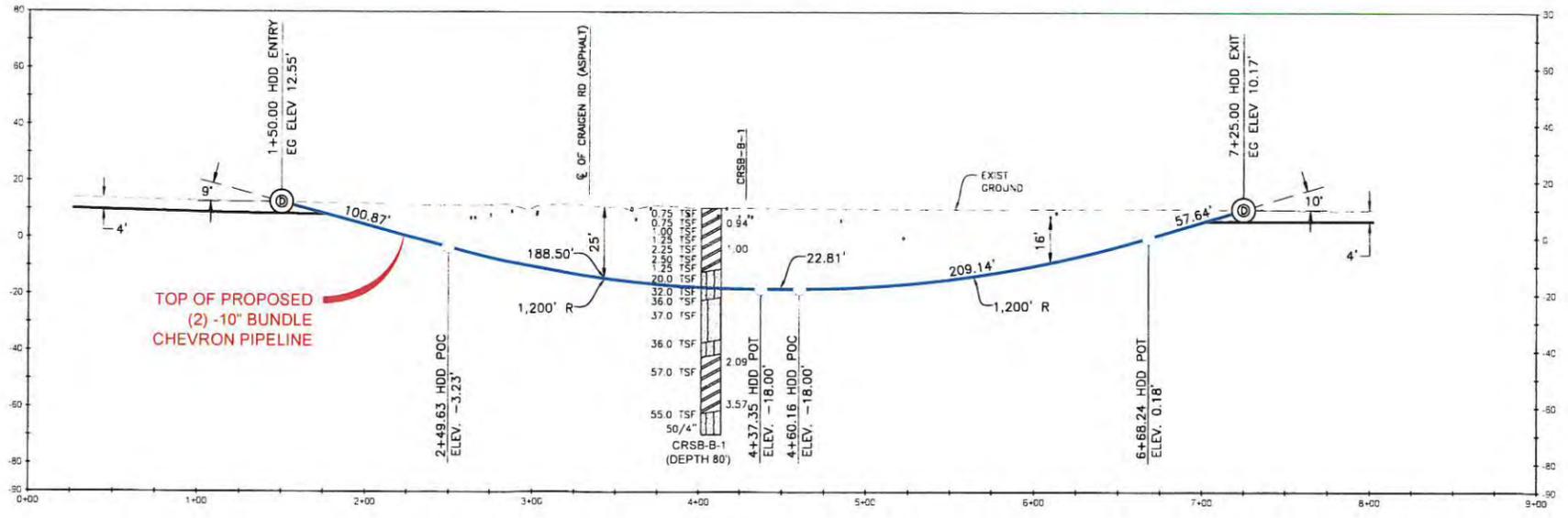
Permittee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.





PLAN
SCALE 1"=50'

- 1+50 HDD ENTRY
- 2+50 6" CHEVRON PIPELINE (1.4' COV)
- 2+64 4" HALLOCORP ENERGY PIPELINE (EXPOSED)
- 2+68 8" CHEVRON PIPELINE (3.6' COV)
- 2+75 8" HALLOCORP ENERGY PIPELINE (2.8' COV)
- 2+79 OH POWER LINE
- 3+02 4" FOREIGN PIPELINE (2.6' COV)
- 3+03 BURIED FIBER LINE (1.6' COV)
- 3+04 TOP OF BANK
- 3+07 TOE OF SLOPE
- 3+08 E OF DITCH
- 3+11 WATER LINE (3.0' COV)
- 3+12 WATER LINE (3.0' COV)
- 3+22 EDGE OF BANK
- 3+34 E OF CRAIGEN RD (ASPHALT)
- 3+60 18" CULVERT (CONCRETE)
- 3+62 BURIED FIBER LINE (FIELD VERIFY)
- 3+66 EDGE OF GRAVEL
- 3+71 8" PERMAN PIPELINE (EXPOSED)
- 3+79 EDGE OF STRUCTURE
- 3+84 6" PENN VIRGINIA PIPELINE (2.2' COV)
- 4+12 4" FOREIGN PIPELINE (EXPOSED)
- 4+25 4" FOREIGN PIPELINE (2.5' COV)
- 4+29 CRSB-B-1
- 4+30 8" FOREIGN PIPELINE (2.3' COV)
- 4+32 8" FOREIGN PIPELINE (2.6' COV)
- 4+65 8" CHEVRON PIPELINE (3.6' COV)
- 5+22 1" FOREIGN PIPELINE (0.3' COV)
- 6+10 10" FOREIGN PIPELINE (2.2' COV)
- 6+13 2" FOREIGN PIPELINE (0.8' COV)
- 7+25 HDD EXIT



PROFILE
SCALE HORIZ 1"=50'
VERT 1"=30'

SPECIFICATIONS

CARRIER PIPE
10" X 365 WT 4R 5L X60 SMLS
W/ 14-16 MILS MIN FBE & 20-25 MILS MIN ARO

METHOD OF INSTALLATION
HORIZONTAL DIRECTIONAL DRILL

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT 49 CFR PART 195 TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE

DRILL LENGTHS	
DRILL LENGTH:	579'
HORZ LENGTH:	575'

- CONTRACTOR NOTE**
- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES.) THE ENGINEER, HOWEVER, CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES THAT MIGHT BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
 - THE CONTRACTOR SHALL ASCERTAIN AND VERIFY THE TRUE LOCATION AND ELEVATION OF UNDERGROUND UTILITY PIPES AND/OR STRUCTURES PRIOR TO THE START OF CONSTRUCTION AND LOCATE AND PROTECT UTILITY LINES AND STRUCTURES WHETHER SHOWN OR NOT. ALSO, THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UTILITIES AND/OR STRUCTURES CONCERNED BEFORE STARTING WORK. ANY UNDERGROUND FACILITIES DAMAGED BY THE CONTRACTOR OR CONTRACTOR'S AGENT DURING THE COURSE OF WORK SHALL BE REPLACED AT CONTRACTOR'S OWN EXPENSE.

COORDINATE SYSTEM

BEARINGS AND DISTANCES ARE REFERENCED TO THE UNIVERSAL TRANSVERSE MERCATOR COORDINATE SYSTEM ZONE 15 NORTH AMERICAN DATUM 1983 (2011) EPOCH 2010 GEOID128 U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY AUDUBON FIELD SOLUTIONS. DISTANCES ARE GRID.

VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GPS OBSERVATIONS.

RECOMMENDED TOLERANCES	
ITEM	TOLERANCE
PILOT DRILL ENTRY ANGLE	± ONE DEGREE (1°)
PILOT DRILL ENTRY LOCATION	±1 FOOT (31 CM) MEASURED PARALLEL TO PIPELINE ±6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL EXIT ANGLE	± ONE DEGREE (1°)
PILOT DRILL EXIT LOCATION	± 2 FEET (61 CM) MEASURED PARALLEL TO PIPELINE, ± 6 INCHES (15 CM) MEASURED PERPENDICULAR TO PIPELINE.
PILOT DRILL VERTICAL ELEVATION	± 0 FEET (0 CM) ABOVE THE STATED ELEVATION, -10 FT (6.1 M) BELOW THE STATED ELEVATION.
PILOT DRILL HORIZONTAL ALIGNMENT	± 2 FEET (61 CM)

ISSUED FOR
03/11/22
CONSTRUCTION

NO.	DATE	REVISION	BY	APPD.
A	03/11/22	ISSUED FOR CONSTRUCTION	AG	JD

audubon
Field Solutions
10205 WESTHEMER ROAD
SUITE 100
HOUSTON, TEXAS 77042
PHONE: (281) 869-0500

Chevron
Pipe Line

DRAWN BY: AG DATE: 03/08/22
CHECKED BY: AFS DATE: 3/10/22
APPROVED BY: JD DATE: 3/11/22

HDD CROSSING		
CHEVRON PIPELINE SPREAD 5 (2)-10" BUNDLE CHEVRON PIPELINES CROSSING CRAIGEN RD JEFFERSON COUNTY, TEXAS		
SCALE	DRAWING NO	REV.
1"=50'	019343002-AFS-DW-P2043	A

Permit No. 07-U-22

Precinct No. 2

BOND No. 107596385

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: ~~2/25/2022~~ 06/28/22

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Spectrum Gulf Coast, LLC, (Company) does hereby made application
to use lands belonging to Jefferson County, for the purpose of constructing, maintaining
or repairing a utility or common carrier pipeline for the distribution of
Fiber Optic, location of which is fully described as
follows: ALONG HILBRANDT ROAD, PIPELINE CROSSINGS
2 EXHIBIT DRAWINGS ATTACHED.
2 pages of drawings attached.

Construction will begin on or after ~~March 25~~ August 20 22

It is understood that all work will comply with requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
06/28/22 and all subsequent revisions thereof to date.

Company Spectrum Gulf Coast LLC

By Kevin Wallace - Kinetic Solutions LLC

Title Permit Coordinator

Address 1585 Jameson Road, Van Alstyne, TX 75495

Telephone 888-519-9188 ext 5088

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

- 1. Common Carrier Determination form must be attached to application.
- 2. Corporation/Person product is to be purchased from/delivered to:

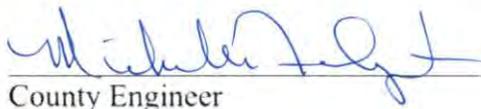
Enclosed, please find the required application fee:

_____ road crossing @ \$100.00 _____	\$ <u>N/A</u>
_____ miles parallel @ \$150.00/mile or fraction _____	\$ <u>N/A</u>
TOTAL _____	\$ <u>50,000 BOND</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 50,000.00 -


County Engineer

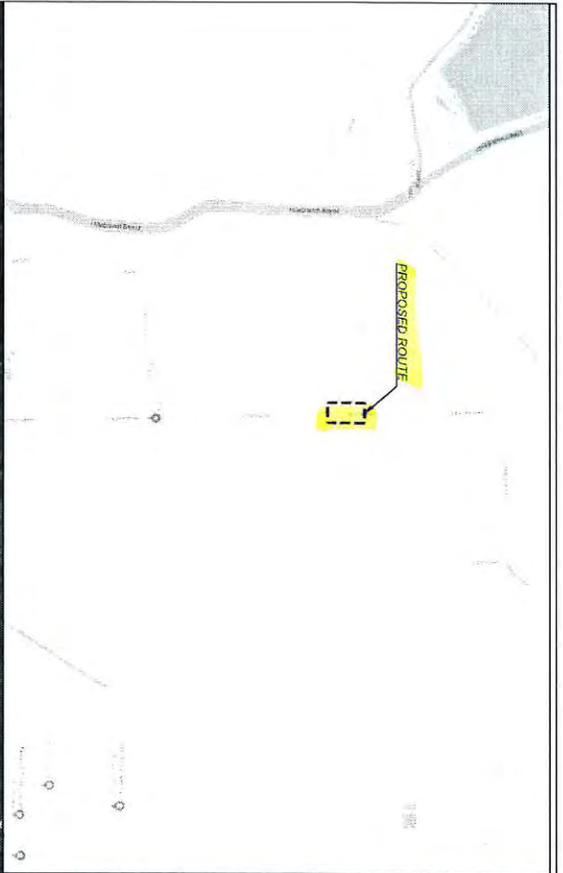
06/28/22
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$50,000.00 - Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By 
County Judge



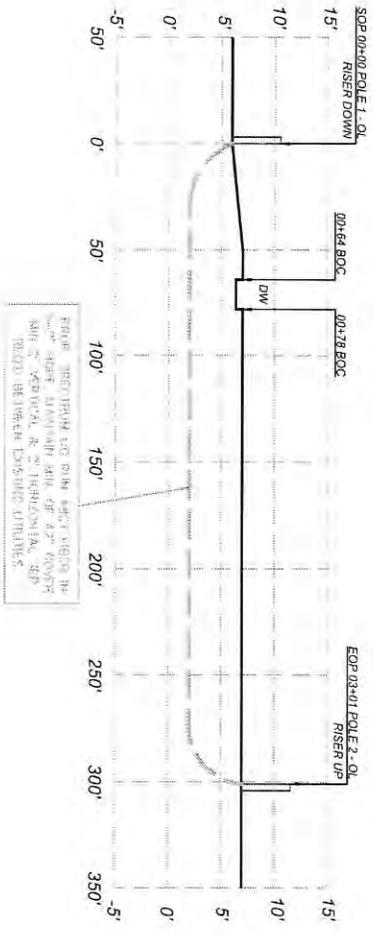
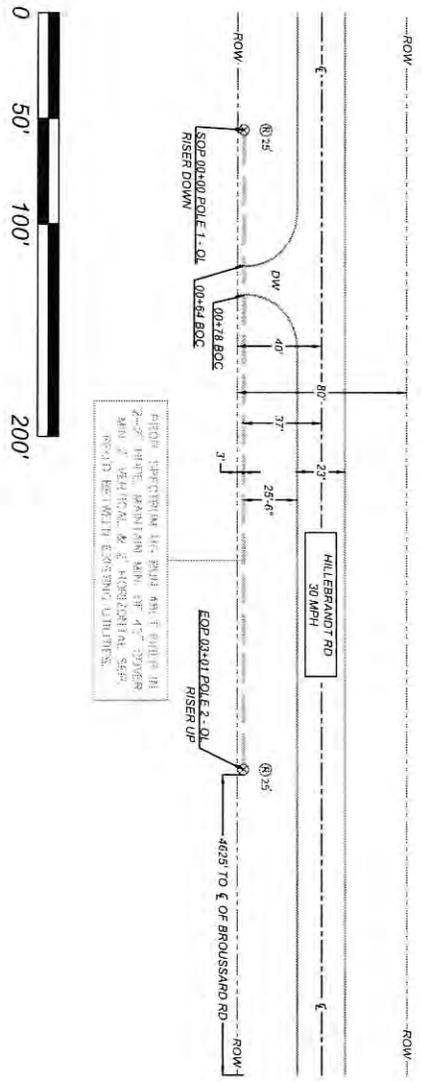
Google Earth

RAKE OFF	QTY	RAKE OFF	QTY	RAKE OFF	QTY
TRENCH & PLACE CONDUIT		PULL THRU EXISTING CONDUIT		R & R CONCRETE SIDEWALK	
BORE & PLACE CONDUIT		PLACE 3'x3'x3' HH		R & R CONCRETE PAVEMENT	
DIRECTIONAL BORE	301'	PLACE 4'x4'x4' HH		R & R ASPHALT PAVEMENT	
BORE & PLACE 4" PVC		PLACE VAULT		ASPHALT OVERLASH	
BORE & PLACE 4" STEEL		PLACE PBD			

PERMIT FOR MAINTENANCE
 PR3093306
 RDOF-BRN_TX_CLUSTER5_NDLDTX05_B507E -
 HILLIBRANT
 TX_CLUSTER5_NDLDTX05_B507E_BEAUMONT, TX 77705



KINETIC SOLUTIONS LLC.
 1585 JAMESON RD.
 VAN ALSTYNE TX 75495
 888-519-9188



NOTE:
 FROM THE PLAN PROPOSED USE A
 BROWNS-SERIALIZED UTILITY ORIGIN
 AND FROM THE PROFILE

LEGEND		LINE TYPES		REVISIONS		RAKE OFF		RAKE OFF		RAKE OFF	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	NO.	DATE	BY	DESCRIPTION	QTY	DESCRIPTION	QTY	DESCRIPTION
⊗	JOINT USE POLE	—	ASPHALT								
⊗	NEW ANCHOR	—	CONCRETE								
⊗	NEW SIDEWALK GUY	—	CONCRETE								
⊗	NEW SIDEWALK GUY	—	CONCRETE								
⊗	POLE TO POLE GUY	—	CONCRETE								
⊗	OVERHEAD GUY	—	CONCRETE								
⊗	NEW ANCHOR	—	CONCRETE								
⊗	NEW SIDEWALK GUY	—	CONCRETE								
⊗	NEW SIDEWALK GUY	—	CONCRETE								
⊗	POLE TO POLE GUY	—	CONCRETE								
⊗	OVERHEAD GUY	—	CONCRETE								

STATE OF TEXAS
 COUNTY OF BEAUMONT
 ENGINEER
 23 February 2022
 Title: F-14184

INFORMATION IN THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE USED, REPRODUCED, COPIED OR PART WITHOUT WRITTEN CONSENT FROM KINETIC SOLUTIONS LLC.
 KINETIC SOLUTIONS LLC
 1585 AMARSON RD
 WAXAHACH, TX 75096
 972.513.5130

Disclaimer
 DATE: 02/23/22
 TIME: 10:11
 PROJECT: TX
 CLIENT: BEAUMONT
 DRAWN BY: JEFFERSON

PERMIT FOR MAINTENANCE
 PR3093306
 RDOF-BRN_TX_CLUSTER 5_NDLDTX05_B507E -
 HILLBRANT
 TX_CLUSTER 5_NDLDTX05_B507E, BEAUMONT, TX 77705



RIGHT OF WAY BOND

BOND NUMBER: 107596385

KNOW ALL MEN BY THESE PRESENTS, That we Spectrum Gulf Coast LLC, 1001 Congress Avenue, Suite 400, Austin, TX 78701 as Principal, and Travelers Casualty and Surety Company of America, incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto County of Jefferson, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 as Obligee, in penal sum of Fifty Thousand and 00/100----- Dollars (\$50,000.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied to the Obligee for a Permit to underground/excavation work within county right of way.

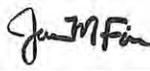
THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating to such Permit then the above obligation shall be void, otherwise to be and remain in full force and effect.

THE LIABILITY HEREUNDER may be terminated (a) by written notice from Surety to Obligee that liability shall terminate upon expiration of thirty (30) days from the date of such notice or (b) upon written cancellation from Obligee addressed to Surety. In either event, a copy of the notice of authorization shall be forwarded to the Principal. In the event of such cancellation by the Surety, the Surety shall refund the unearned premium, if any.

SIGNED, SEALED AND DATED the 7th day of April, 2022.

Charter Communications, Inc.,

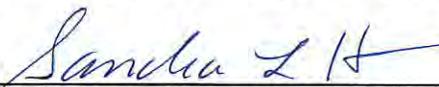
Principal

By: 

 Jessica M. Fischer, Chief Financial Officer

Travelers Casualty and Surety Company of America

Surety

By: 

 Sandra L Ham, Attorney-in-Fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra L. Ham of St. Louis, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



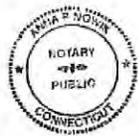
State of Connecticut
 City of Hartford ss.

By: *Robert L. Raney*
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

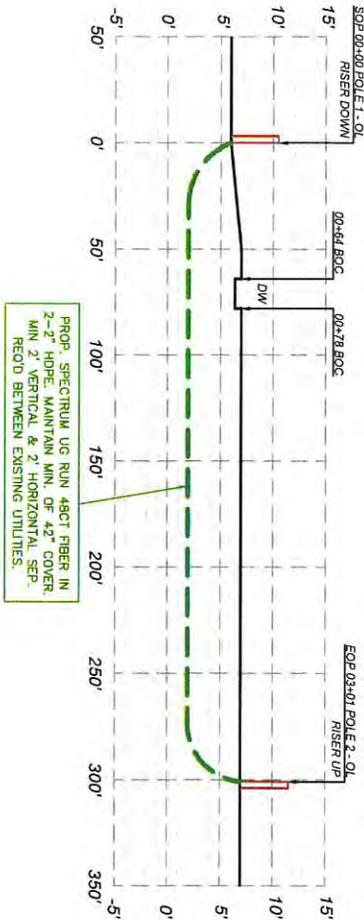
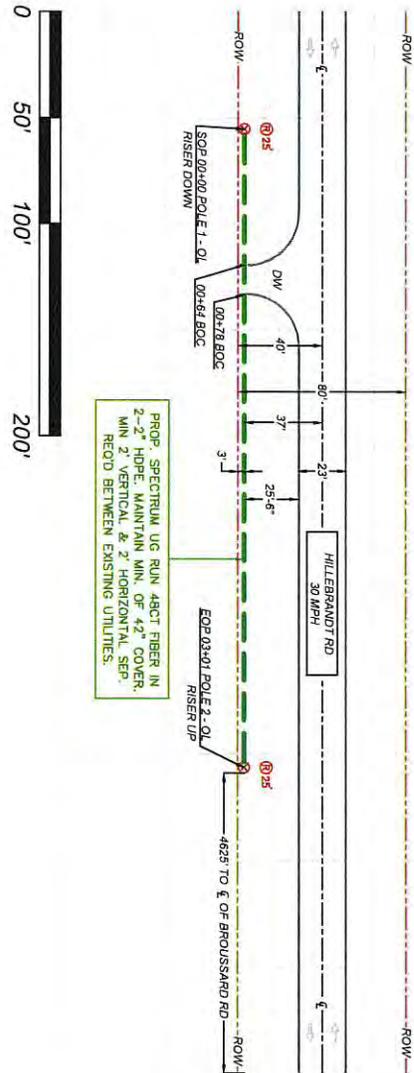
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of April, 2022



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



NOTE
FOR PERMIT PURPOSES ONLY
DRAWINGS BASED ON RECORDS
CALL FOR UTILITY LOCATES
PRIOR TO DESIGN

LEGEND	
EXISTING ANCHOR	JOINT USE POLE
NEW ANCHOR	AS RISER
SIDEWALK GUY	PEDESTAL
NEW SIDEWALK GUY	HAND HOLE
POLE TO POLE GUY	VAULT
OVERHEAD GUY	AERIAL FOOTAGE
	SHRUB
	TREE
	GAS METER
	WATER METER
	WATER VALVE
	FIRE HYDRANT

LINE TYPES	REVISIONS	RAKE OFF	QTY	RAKE OFF	QTY	RAKE OFF	QTY
AERIAL	NO.	TRENCH & PLACE CONDUIT		PULL THRU EXISTING CONDUIT		R & R CONCRETE SIDEWALK	
UNDERGROUND	CHANGES	BORE & PLACE CONDUIT		PLACE 3X3X3' HH		R & R CONCRETE PAVEMENT	
UNDERGROUND	DATE	DIRECTIONAL BORE	301	PLACE 4'X4'X4' MH		R & R ASPHALT PAVEMENT	
UNDERGROUND	BY	BORE & PLACE 4" PVC		PLACE VAULT		AERIAL NEWMULD	
UNDERGROUND		BORE & PLACE 4" STEEL		PLACE PED		AERIAL OVERLASH	

[Signature]
 BEAUMONT
 TEXAS
 23 February 2022
 The Project Group
 19-19-19

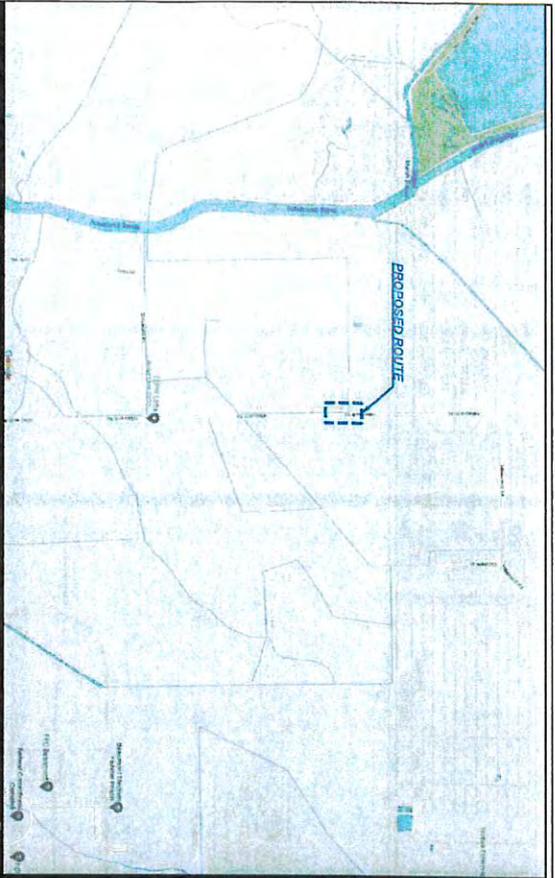
Spectrum
 CM BEAUMONT
 OWNER JEFFERSON
 STATE TEXAS
 DATE 02/23/2022
 SHEET 1 OF 1
DISCLAIMER

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INNETIC SOLUTIONS LLC
 1515 AMESON RD
 VAN HOUTEN TX 75495
 980535188

PERMIT FOR MAINTENANCE
 PR3093306
 RDOF-BRN_TX_CLUSTER 5_NDLDTX05_B507E -
 HILLIBRAND
 TX_CLUSTER 5_NDLDTX05_B507E, BEAUMONT, TX 77705





Google Earth

RAKE OFF	QTY	RAKE OFF	QTY	RAKE OFF	QTY
TRENCH & PLACE CONDUIT		PULL THRU EXISTING CONDUIT		R & R CONCRETE SIDEWALK	
BORE & PLACE CONDUIT		PLACE 3'x3'x3' HH		R & R CONCRETE PAVEMENT	
DIRECTIONAL BORE	301'	PLACE 4'x4'x4' MH		R & R ASPHALT PAVEMENT	
BORE & PLACE 4" PVC		PLACE VAULT		AERIAL NEWBUILD	
BORE & PLACE 4" STEEL		PLACE PBD		AERIAL OVERLASH	

PERMIT FOR MAINTENANCE
 PR3093306
 RDOF-BRN_TX_CLUSTER5_NDLDTX05_B507E -
 HILLBRANT
 TX_CLUSTER5_NDLDTX05_B507E, BEAUMONT, TX 77705



KINETIC SOLUTIONS LLC.
 1585 JAMESON RD.
 VAN ALSTYNE TX. 75495
 888-519-9188



SECTION 5.12

EMAIL ACCESS AND SECURITY

Overview

E-mail at **Jefferson County** must be managed as valuable and mission critical resource. Thus, this policy is established to:

- Create prudent and acceptable practices regarding the use of information resources
- Educate individuals who may use information resources with respect to their responsibilities associated with such use
- Educate individuals on the proper security practices that are required to maintain a safe and working email infrastructure.

Purpose

The purpose of this policy is to establish rules for the use of **Jefferson County** email, for sending, receiving, or storing of electronic mail.

Scope

This policy applies equally to all individuals granted access privileges to any **Jefferson County** information resource with the capacity to send, receive, or store electronic mail.

Legal

Individuals involved **may** be held liable for:

- Sending or forwarding e-mails with any libelous, defamatory, offensive, racist, or obscene remarks
- Sending or forwarding confidential information without permission
- Sending or forwarding copyrighted material without permission
- Knowingly sending or forwarding an attachment that contains a virus
- Knowingly by-passing security measures for the purpose of inflicting damage to Jefferson County's systems and/or reputation

Policy

All e-mails, files, and documents – including personal e-mails, files, and documents, that are not subject to other regulations such as HIPAA or client attorney privilege – are owned by Jefferson County, may be subject to open records requests, and may be accessed and/or audited to maintain security in accordance with this policy.

Incoming email must be treated with the utmost care due to the inherent information security risks. An anti-virus application is used to identify malicious code(s) or files. All email is subjected to inbound filtering of e-mail attachments to scan for viruses, malicious code, or spam. Spam will be quarantined for the user to review for relevancy. Introducing a virus or malicious code to Jefferson County systems could wreak havoc on the ability to conduct business. If the automatic scanning detects a security risk, MIS must be immediately notified.

Anti-spoofing practices have been initiated for detecting spoofed emails. Employees should be diligent in identifying a spoofed email. If email spoofing has occurred, MIS must be immediately notified.

Section 5.12 – Continued

Incoming emails are scanned for malicious file attachments. If an attachment is identified as having an extension known to be associated with malware, or prone to abuse by malware or bad actors or otherwise poses heightened risk, the attachment will be removed from the email prior to delivery. Email rejection is achieved through listing domains and IP addresses associated with malicious actors. Any incoming email originating from a known malicious actor will not be delivered. Any email account misbehaving by sending out spam will be shut down. A review of the account will be performed to determine the cause of the actions.

E-mail is to be used for county business purposes and in a manner that is consistent with other forms of professional business communication. All outgoing attachments are automatically scanned for virus and malicious code. The transmission of a harmful attachment can not only cause damage to the recipient's system, but also harm Jefferson County's reputation. The following activities are prohibited by policy:

- Sending e-mail that includes, but is not limited to: abusive language, sexually explicit remarks or pictures, profanities, or threats to personhood outside of the county
- Using county e-mail for conducting a personal business.
- Using e-mail for the purposes of sending SPAM or other unauthorized solicitations.
- Violating copyright laws by illegally distributing protected works.
- Sending e-mail using another person's e-mail account, **except when authorized to send messages for another while serving in an administrative support role.**
- Creating a false identity to bypass policy.
- Forging or attempting to forge e-mail messages.
- Using unauthorized e-mail software.
- Knowingly disabling the automatic scanning of attachments on any Jefferson County personal computer.
- Knowingly circumventing e-mail security measures.
- Sending or forwarding chain letters, or hoax letters.
- Sending unsolicited messages to large groups, except as required to conduct Jefferson County business.
- Sending excessively large messages or attachments.
- Knowingly sending or forwarding email with computer viruses.
- Setting up or responding on behalf of Jefferson County without proper authorization.

All confidential or sensitive Jefferson County material transmitted via e-mail, outside Jefferson County's network, must be encrypted. Passwords to decrypt the data should not be sent via email.

E-mail is not secure. All user activity on Jefferson County information system assets is subject to logging and review. Jefferson County has software and systems in place to monitor email usage.

E-mail users must not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of Jefferson County, unless appropriately authorized (explicitly or implicitly) to do so.

Users must not send, forward, or receive confidential or sensitive Jefferson County information through non-Jefferson County email accounts. Examples of non-Jefferson County e-mail accounts include, but are not limited to, Hotmail, Yahoo mail, AOL mail, and e-mail provided by other Internet Service Providers (ISP). Users with non-Jefferson County issued mobile

devices must adhere to the Personal Device Acceptable Use and Security Policy for sending, forwarding, receiving, or storing confidential or sensitive Jefferson County information.

Access and Security

Email access is defined by either:

- a. Going to a web browser and logging directly into a web portal to access the account.
- a. Using any mail features or tools built in to the browser or web app to open employee accounts assigned to an individual.
- c. Configuring any app that is installed locally on the machine to access to an email account.

Email access does not refer to any of the Administrator options or tools provided by Microsoft available to those who are providing administration, maintenance or security to the accounts.

All email access for Jefferson County will be secured with Multi Factor Authentication (MFA). Burden of Proof is on the User; the person making the claim, who they are, while attempting to access the email account. The user must provide a security token transmitted by the Authenticator, or a 6-digit code texted to them.

It is the responsibility of the Users to maintain any and all forms of Multi Factor Authentication needed to access email. If a provisioned authentication method is lost or damaged it is the user's responsibility to inform MIS to have another method setup.

MFA is essential to maintaining a secure email infrastructure and preventing unauthorized email access. This also allows MIS to be transparent as we cannot turn on or off MFA without a log being created that can be audited. If MFA needs to be turned off, MIS will notify users of the actions to inform user of a reduced security state of the account. Although System administrators within MIS are able to access email accounts without express consent of end users, we will not unless:

- Legal action requires MIS to retrieve email or logs
- The user is available but refuses to act on legal action brought before Jefferson County to access email.
- There is an alert of potential security incident.
- There is a request to MIS to do administration on an account (ie. Supervisor wants multiple people to have access to a mail box or a request to investigate emails).
- The user is not an employee of Jefferson County anymore.
- Maintenance is needed to maintain the integrity of the email system.
- Vender Changes that effect the county and the email services that they provide.

Personal and Unauthorized Use

Personal use of sending e-mail is restricted to Jefferson County approved users, MIS will defer to departmental approval. Use of the account does not extend to family members or other acquaintances and is considered unauthorized. Without prior management approval, personal use must not result in direct costs to Jefferson County. Personal use must not interfere with the normal performance of an employee's work duties.

No files or documents may be sent or received that may cause legal liability for or embarrassment to Jefferson County. Storage of personal files and documents within Jefferson County's computer systems should be nominal.

E-mail Retention and Size restrictions

Email retention will be based on license type, size of mailbox and/or archive. The types of licenses used are Frontline Worker license and Supervisor/Elected official license.

*Frontline Worker License**

- If this tier of license is provided to the user, they will have a mailbox size of 2GB. Any mail that exceeds that capacity will be subject to be purged, starting with the oldest mail first.
- Emails older than 36 months are subject to automatic purging.
- The archive folder this tier of license is part of the 2GB mailbox size.
- Deleted and archived emails are subject to automatic purging.
- Appointments, Tasks, and Notes older than the retention period are subject to automatic purging.
- Any email that you feel you need to keep longer than the retention policy you must save or print out.

*Supervisor/Elected Official License**

- If this tier license is provided to the user, they will have a mailbox size of 50GB and a separate archive folder of 100GB.
- It is up to the user to archive email if they so wish.
- There will be no time restriction on the mailboxes just a size restriction. If the size exceeds the given capacity emails will be subject of being purged, starting with the oldest mail first.

Although there are no retention dates for this tier of license it is still recommended that you only keep email for only a given time. All email is subject to open records requests.

*All Licenses are subject to change according to the public availability and financial obligations of Jefferson County.