

*Notice of Meeting and Agenda*  
*September 06, 2022*

**Special, 9/6/2022 10:30:00 AM**

BE IT REMEMBERED that on September 06, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Donta Miller

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  
September 06, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **06th** day of **September 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:

**9:00am - 9:45am - WORKSHOP: To receive update from MIS and Tyler Technology regarding upgrading of County computer systems.**

**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.**

**The following options are available:**

**View live with audio from the County Webpage:**  
**[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

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

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**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.**

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

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

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

## **PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (FB 22-052/MR) Term Contract for Dust Suppressant for Jefferson County.

SEE ATTACHMENTS ON PAGES 12 - 75

**Motion by: Alfred**

**Second by: Bush**

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

**Action: APPROVED**

- (b). Consider and approve, execute, receive and file Contract Amendment No. 1 for Request for Statements of Qualification (RFQ 21-016/JW) Professional Engineering Services for Mayhaw Bayou Drainage Study Update: Community Development Block Grant – Disaster Recovery (CDBG-DR) Program Project for Jefferson County with LJA Engineering, Inc. for an increase of (90) days for time of performance, extending the projection completion due date to October 29, 2022; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Funding provided by the Texas General Land Office (Contract No. 20-065-121- C408). This contract amendment will not increase the project cost.

SEE ATTACHMENTS ON PAGES 76 - 76

**Motion by: Alfred**

**Second by: Bush**

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

**Action: APPROVED**

- (c). Consider and approve, execute, receive and file Professional Agreement (PROF 22-054/JW) with Honesty Environmental Services, Inc. for asbestos/lead inspection and preparation of technical specifications for rehabilitation of Jerry Ware General Aviation Terminal project for a lump sum amount of \$2,990.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #37.

SEE ATTACHMENTS ON PAGES 77 - 79

**Motion by: Alfred**

**Second by: Bush**

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

**Action: APPROVED**

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**COUNTY AUDITOR:**

- (a).Consider and approve budget transfer – R&B Pct.1 - replacement of skid steer loader.

SEE ATTACHMENTS ON PAGES 80 - 81

111-0109-431-6042	TRUCKS & TRAILERS		\$19,451.00
111-0109-431-6011	ROAD MACHINERY	\$19,451.00	

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

- (b).Consider and approve budget transfer – Road & Bridge Pct.2 – purchase of radio.

SEE ATTACHMENTS ON PAGES 82 - 82

112-0205-431-3084	MINOR EQUIPMENT	\$4,000.00	
112-0205-431-4015	COMMUNICATION EQUIPMENT		\$4,000.00

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

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

SEE ATTACHMENTS ON PAGES 83 - 83

114-0405-431-4018	ROAD MACHINERY	\$5,000.00	
114-0405-431-3034	DIESEL FUEL		\$5,000.00

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

- (d).Consider and approve budget transfer – District Clerk – purchase and installation of aluminum counter doors.

SEE ATTACHMENTS ON PAGES 84 - 85

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120-2031-414-6022	FURNITURE & FIXTURES	\$6,850.00	
120-2031-414-3078	OFFICE SUPPLIES		\$6,850.00

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

(e).Consider and approve budget transfer – Agriculture – replacement of laptop.

SEE ATTACHMENTS ON PAGES 86 - 86

120-4071-461-6002	COMPUTER EQUIPMENT	\$800.00	
120-4071-461-3084	MINOR EQUIPMENT		\$800.00

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

(f).Consider and approve budget transfer – Service Center – additional cost for extra help.

SEE ATTACHMENTS ON PAGES 87 - 87

120-8095-417-1005	EXTRA HELP	\$3,000.00	
120-8095-417-5064	TRAINING & EDUC.		\$1,000.00
120-8095-417-3083	TIRES AND TUBES		\$2,000.00

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

(g).Consider and approve budget transfer – Veteran's Services – additional cost for supplies.

SEE ATTACHMENTS ON PAGES 88 - 88

120-8096-419-3078	OFFICE SUPPLIES	\$400.00	
120-8096-419-1005	EXTRA HELP		\$400.00

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

- (h).Consider and approve budget transfer – Constable Pct.8 – additional uniform purchases.

SEE ATTACHMENTS ON PAGES 89 - 89

120-3072-425-3017	CLOTHING	\$3,000.00	
120-3072-425-1005	EXTRA HELP		\$3,000.00

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

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

NO ATTACHMENTS

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

- (j).Consider and approve fourth amendment to the management agreement between Jefferson County and Global Spectrum LP d/b/a OVG360 (formerly known as Spectra Venue Management) for the management of the Ford Park Entertainment Complex.

SEE ATTACHMENTS ON PAGES 90 - 91

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

- (k).Regular County Bills – check #498438 through check #498623

SEE ATTACHMENTS ON PAGES 92 - 99

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

## **DISTRICT ATTORNEY:**

### **ADDENDUMS:**

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

NO ATTACHMENTS

**Action: NONE**

## **COUNTY COMMISSIONERS:**

- (a).Consider and possibly approve the Petitions for Addition of Certain Land submitted by Pipeline Solutions LLC, MetalForms, LTD, Fabrication International Inc., Cust-O-Fab, LLC, Coastal Ready Mix, Chaparral Industrial Services and Tim Neff Towing d/b/a TNT Wrecker Service to be included into the Jefferson County Assistance District 4 pursuant to Chapter 387 of the Local Government Code.

SEE ATTACHMENTS ON PAGES 100 - 155

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (b).Consider, possibly approve and authorize the County Judge to execute a Texas Historical Commission Antiquities Permit Application for Historic Buildings and Structures for installation of a television in the 58th Judicial District Courtroom.

SEE ATTACHMENTS ON PAGES 156 - 160

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (c).Receive and possibly accept a donation of \$3,000.00 from BASF TotalEnergies Petrochemicals LLC for Veterans Memorial Park pursuant to Local Government Code Sec. 81.032.

NO ATTACHMENTS

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

**ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve the Final Plat of Pine Island Estates - Phase 3A; (Lots 1 – 18 Block 6), (Lot 1 Block 7), (Lot 1 – 2 Block 8), (Lot 1 – 5 Block 9), (Lots 1 – 4 Block 10) (30 Lots Total). Being a 36.883 acre subdivision out of the James Gerish Sr. League, A-24 H.T. & B.R.R. Survey, Section 5, A-140 Jefferson County Texas. This subdivision is located off of Ponderosa Trail in Precinct #1. Pine Island Estates - Phase 3A is located in the City of Beaumont's ETJ and has met the City of Beaumont's and Jefferson County's requirements

SEE ATTACHMENTS ON PAGES 161 - 163

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

- (b). Consider and possibly approve the Plat of Howton Estates, Plat of Tract 1 - 2.895 Acres and Tract "A" - 2.866 Acres (Total 5.761 Acres) Part of the Jiles Dugat Survey, Abstract No. 489, Jefferson County. This Plat is off of Timms Lane ( a 60' Private Road) in Precinct #2 and is not in any ETJ. It has met all of the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 164 - 164

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

- (c). Consider, approve, ratify, receive, and file the Final Settlement and Release of All Claims Form for Exxon Mobil and WHC material cost/expenses for the Exxon Mobil B 2/3 Construction Project per 04-OW-21 and Road Use Agreement located in Precinct 1 and 4.

SEE ATTACHMENTS ON PAGES 165 - 172

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

**OTHER BUSINESS:**

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

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

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**Jeff R. Branick**  
**County Judge**

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**Special, September 06, 2022**

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 06, 2022.



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

## LEGAL NOTICE

### Advertisement for Invitation for Bids

September 6, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-052/MR) Term Contract for Dust Suppressant 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 three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Dust Suppressant for Jefferson County

**BID NUMBER:** IFB 22-052/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 5, 2022

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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](mailto:mreeves@co.jefferson.tx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [dclark@co.jefferson.tx.us](mailto:dclark@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.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

#### PUBLISH:

Beaumont Enterprise & Port Arthur News:  
**September 7<sup>th</sup> & September 14<sup>th</sup>, 2022**  
Examiner: **September 15, 2022**

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### **BID SUBMISSIONS:**

**One (1) Original and three (3) 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 and/or complete all required documentation will result in a response being declared as non-responsive.**

## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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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 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 may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB 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 IFB, 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 IFB 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 AN/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 FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS**  
**REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

(REVISED JUNE 2022)

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) **Contractor must complete enclosed certification**

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

## **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit 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.

### **1. *Minimum wages.***

- i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits ( or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(i)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding.**

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(i)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a

party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. ***Apprentices and trainees.***

- i. ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**5. Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) 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 the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. 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.

**10. Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**11. Certification of eligibility.**

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 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.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **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." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### **(a) Definitions**

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

## (b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

## (d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and

affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration

for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is

assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, **as follows:**

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Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) 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.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.
- (o) 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**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION** ***Contractor must complete enclosed certification***

- (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 Client. 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) ***Contractor must complete enclosed certification***

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.

The Contractor 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 any 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

**PROCUREMENT OF RECOVERED MATERIALS**

(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.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.  
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

#### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client 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.

#### **CHANGES**

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.

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

#### **DHS SEAL, LOGO, AND FLAGS**

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

#### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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

#### **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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.

#### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

## BYRD ANTI-LOBBYING CERTIFICATION

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

\_\_\_\_\_  
Date

### REQUIRED FORM

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

## DEBARMENT/SUSPENSION CERTIFICATION

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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 (No procurement Debarment and Suspension).

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

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**REQUIRED FORM**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

### CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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.

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**Signature of Contractor's Authorized Official**

---

**Name and Title of Contractor's Authorized Official**

---

**Date**

**REQUIRED FORM**

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### **Bidder is Responsible for Submitting:**

**One (1) Original and three (3) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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 and/or complete 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, 1<sup>st</sup> 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, October 5, 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):**

<b>January 17, 2022</b>	Martin Luther King, Jr. Day	Monday
<b>February 21, 2022</b>	President's Day	Monday
<b>April 15, 2022</b>	Good Friday	Friday
<b>May 30, 2022</b>	Memorial Day	Monday
<b>July 4, 2022</b>	Independence Day	Monday
<b>September 5, 2022</b>	Labor Day	Monday
<b>November 11, 2022</b>	Veteran's Day	Friday
<b>November 24 &amp; 25, 2022</b>	Thanksgiving	Thursday & Friday
<b>December 23 &amp; 26, 2022</b>	Christmas	Friday & Monday
<b>January 2, 2023</b>	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 IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of 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. Due to the nature of this Bid, a Pre-Bid 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](mailto:mreeves@co.jefferson.tx.us). If no response in 72 hours, contact **Deborah Clark**, Purchasing Agent at: [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 23, 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/RFP/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.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**

## 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 35**.

### 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 COMPLETED FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																		
<p>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.</p>		<div style="border: 2px solid black; padding: 5px;"> <b>OFFICE USE ONLY</b> </div>																																		
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p> <p><b>**YOUR FIRM NAME HERE**</b></p>		<div style="transform: rotate(-45deg); font-size: 2em; opacity: 0.5;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>																																		
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p> <p><b>**JEFFERSON COUNTY, TEXAS*</b></p>																																				
<p>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.</p> <p><b>**BID/CONTRACT/PO NUMBER GOES HERE**</b></p>																																				
<p>4</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;"><b>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</b></td> <td></td> <td></td> </tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></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	<b>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</b>																													
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<p>5 Check only if there is NO Interested Party. <input type="checkbox"/></p>		<p><b>**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</b></p>																																		
<p>6 UNSWORN DECLARATION <b>Vendor is to complete #6 - Unsworn Declaration</b></p> <p>My name is _____, and my date of birth is _____.</p> <p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: right;">(month) (year)</p> <p style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																																				
<p><b>ADD ADDITIONAL PAGES AS NECESSARY</b></p>																																				

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

### 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, 7<sup>th</sup> 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:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>

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

Improvements &amp; 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 22-052/MR) Term Contract for Dust Suppressant 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](mailto:mreeves@co.jefferson.tx.us). Please reference Bid Number: IFB 22-052/MR.

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for Dust Suppressant. Vendor shall provide Dust Suppressant for Jefferson County subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award with an additional four (1) year optional renewals for a term of up to 5 years.

Prices shall be F.O.B. delivered to various locations in Jefferson County with delivery prepaid and allowed. Bidder bears freight charges. All prices must be written in ink or typewritten.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

For fiscal year 2020-2021, 1,760 gallons were purchased. No promise is made or implied that these quantities will be purchased. Quantities purchased may be affected by weather conditions or available funds. Orders will be released to successful bidder as required. Minimum orders are not acceptable.

### **CONTRACT:**

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 a part of this contract.

### **GENERAL:**

It is the intent of the following minimum specifications to describe Dust Suppressant for Jefferson County and establish an annual fixed price contract for the purchase of these items on an "as-needed basis." Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better".

The item bid shall be dust suppressant sealant that can be used for dust suppression, as a fog sealant and for dust control and erosion control for roads, parking lots, and soil surfaces. The dust suppressant shall penetrate and create a hard, resilient surface by cementing loose material into a tight bond. The dust suppressant shall be environmentally safe, dry clear and result in a powerful, flexible seal with superior bonding and lasting strength.

### **TERMS:**

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. The County reserves the right to reject any price increase and/or to terminate the contract.

**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:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
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 Dust Suppressant 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. 22-052/MR, Term Contract for Dust Suppressant 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:

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**Jeff R. Branick**  
Jefferson County Judge

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**Date**

### ATTEST:

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**Laurie Leister**  
Jefferson County Clerk

### BID FORM

Description	Amount per gallon
Price per gallon in ____ gallon drums (complete drum capacity)  Dilution Rate: _____	\$ _____
	<b>Coverage Rate Square Yard per gallon</b>
Please advise coverage in square yards per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	
<b>TOTAL</b>	\$ _____

**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.**

## Bid Questionnaire

**Instructions: Complete this questionnaire as it applies to your bid, and include with your bid submission.**

	Yes	No
Viscosity 50 – 500 cps at 22° C		
Relative Density: 1.01-1.15		
Flashpoint: Emulsion, >210° F		
PH 4.0-9.5		
<b>Materials must be:</b>		
Acrylic and Vinyl Acetate Polymer WT% 5-50% Water WT% 95-50%		
Soluble in Water		
Non-Hazardous		
Environmentally Safe		
Non-Flammable		
Guarantee: Standard Manufacturer's guarantee shall be provided		
<b>Training:</b>		
Successful bidder <b>shall furnish a qualified representative to be on job site if needed or requested during application of materials to offer advice, instructions, and application rates</b> to achieve maximum desired results for a minimum total of four (4) hours at no additional cost to the County.		
<b>Delivery Report:</b>		
Successful bidder shall furnish the purchaser, at the <b>time of delivery</b> , two (2) copies of a <b>delivery report</b> , which shall contain the gallons of material delivered, and the specific gravity and temperature of the material at time of packaging.		
<b>Certifications and Additional Information:</b>		

	Yes	No
<b>Bid must include Engineer's (P.E.) certified test results from an independent testing laboratory approved by the Texas State Highway Department of Texas Test Method: TEX-117-E, Part II. (Label "Attachment A" and return with bid blank.)</b>		

### Bid Questionnaire (Continued)

	Yes	No
<b>Certifications and Additional Information:</b>		
Bid must include certified test results based on at least a <b>six-month study of the sealant performance of bidder's product</b> by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Method: Triaxial Test – S.D.H.P.T. (TEX-217-E; Moisture/Density Relationship – ASTM D-698; Atterberg Limits – ASTM D-4318; Total Moisture Content – ASTM D-2216 and ASTM-D1148. <b>(Label "Attachment B" and return with bid blank.)</b>		
Bid must include <b>certified test results based on at least an eighteen (18) month study of the sealant performance</b> of bidder's product performed by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Methods: ASTM-698; ASTM D-4318; ASTM D-422-D1140, TEX-107E, and ASTM D-2487, approving bidder's product for treatment and stabilization of new construction, reconstruction under concrete pavement, asphaltic pavement of surface seal coating. <b>(Label "Attachment C" and return with bid blank.)</b>		
Bid must include certification from independent laboratory testing, certifying <b>product to be less corrosive than tap water. (Label "Attachment D" and return with bid blank.)</b>		
Compound must be manufactured with virgin raw materials, and contain no recycled and no by-products. <b>Bid must include manufacturer's certifications that the sealant contains none of the hazardous chemicals listed in EPA Fed Req 40. (Label "Attachment E" and return with bid blank.)</b>		
<b>Compound must be environmentally safe</b> and not require any hazardous warning labels from NISH or the Department of Transportation.		
Does the product being bid contain acids or explosive materials?		
Is the container for the product being bid subject to any EPA or Texas Department of Transportation requirements for transportation, storage, or disposal of its containers?		
Bid must include test results from an independent engineer (P.E.), certifying the product reduced the plasticity index of the soil. <b>(Label "Attachment F" and return with bid blank.)</b>		

Bidder shall supply copies of all labels that will be placed on containers. <b>(Label "Attachment G" and return with bid blank.</b>		
Bidder shall state current gross annual revenue	\$	

### 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

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#### 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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>		
<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>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>				
<p><b>2</b> <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><b>3</b> 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, &amp; 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><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           _____            Signature of vendor doing business with the governmental entity         </div> <div style="width: 45%;">           _____            Date         </div> </div>				

(IFB 22

**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>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>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).</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 style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></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 style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">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</p> <p>of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;">_____ Signature of officer administering oath</p> <p style="margin-top: 20px;">_____ Printed name of officer administering oath</p> <p style="margin-top: 20px;">_____ Title of officer administering oath</p>	

Adopted 8/7/2015

<p><b>THIS FORM IS FOR OFFICE USE ONLY</b></p>
--

### 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 . . . ?

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

**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.**









## 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\_\_\_\_.

**REQUIRED FORM**

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

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

AMENDMENT  
TO

PROFESSIONAL ENGINEERING SERVICES CONTRACT

**PROJECT**

Mayhaw Bayou Drainage Study Update

**OWNER**

The County of Jefferson, Texas

**ENGINEER**

LJA Engineering, Inc.

**AGREEMENT INFORMATION**

Contract No. 21-016/JW

Date of Execution: November 9, 2021

Date of Commencement: November 29, 2021

The County and the Contractor amend the Agreement as follows:

Scope of Services Adjustment:

No change to the scope of work

Compensation Adjustment:

No change to the compensation

Time of Performance Adjustment:

The time of performance shall be adjusted by an additional three (3) months. This increases the total time of performance for the agreement to eleven (11) months from the Date of Commencement. Services shall be completed by October 29, 2022.

**SIGNATURES**

BY:

Jeff R. Branick, Jefferson County Judge

DATE:

AUGUST 4, 2022

BY:

John Grounds, III, Vice President

AUTHORIZED REPRESENTATIVE

LJA Engineering, Inc.

DATE:

8/31/2022

ATTEST:

Gavin Keiser

DATE:

9-6-2022





August 26, 2022

Jack Brooks Regional Airport  
 5000 Jerry Ware Drive, Suite 100  
 Beaumont, Texas 77705  
 Attn: Mr. Alex Rupp  
 Email: [arupp@co.jefferson.tx.us](mailto:arupp@co.jefferson.tx.us)  
 Tel: 409-719-4900

**RE: Proposal for Asbestos/Lead Inspection & Technical Specifications  
 Jack Brooks Regional Airport – Jerry Ware Terminal  
 5000 Jerry Ware Drive  
 Beaumont, Texas 77705  
 HES Proposal No. 22-515-702**

**Honesty Environmental Services, Inc. (HES)**, is pleased to submit the following proposal for Environmental Consulting Services to include 1) the collection of suspect bulk asbestos samples, 2) the collection of suspect lead-paint samples, and 3) providing abatement technical specifications for the above-referenced site, in compliance with Texas Department of State Health Services (DSHS) regulations for Renovation/Demolition in public buildings. HES will incorporate the existing 1992 asbestos laboratory analytical results into the asbestos inspection report. **Honesty Environmental Services, Inc. is an accepted vendor for the Region 5 ESC's "Environmental Services (excludes engineering services) #20220404" category by the Southeast Texas Cooperative Purchasing Organization for the contract year of June 1, 2022 to May 31, 2023.**

These services will include:

- HES will perform a visual inspection of the projected work area for identification of potential asbestos-containing materials (ACMs) and lead-based paint materials (LBPs).
- HES will collect samples of materials suspected of containing asbestos/lead paint, as specified by an EPA accredited asbestos inspector who has met the requirements of Title 40, Part 763, Part III, Subpart E, Appendix C of the Code of Federal Regulations.
- HES is currently licensed and certified by DSHS to perform Asbestos and Lead Inspections. DSHS rules require a minimum of three (3) samples from each homogeneous area of materials to rebut the presence of asbestos.
- HES will be using Polarized Light Microscopy (PLM) and Flame Atomic Absorption (FAA) for asbestos/lead content in accordance with regulations codified in Title 40, Part 763, Appendix A to Subpart F (Interim Method of the Determination of Asbestos in Bulk Insulation Samples) of the Code of Federal Regulations.
- HES will generate a letter report describing our findings and a table listing the results of the asbestos and lead analysis for the site.



- HES will prepare the required asbestos/lead abatement Design Specifications by a DSHS Licensed Asbestos Consultant.

**HES** proposes to provide the above-mentioned services for a lump sum amount of **\$2,990.00**.

HES appreciates this opportunity to provide our environmental consulting services to Jack Brooks Regional Airport. Immediate attention will be given to this project upon receipt of this signed Client Engagement Letter by email at [sara@honestyenvironmental.com](mailto: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  
DSHS License 10-5479

Your signature below hereby authorizes **Honesty Environmental Services, Inc. (HES)**, to perform the environmental services detailed above. You further agree that the total cost of this project will be invoiced following the delivery of our completed results; and payment is due within thirty days. 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, or your payment from client) related to the site being investigated.

AGREED TO AND ACCEPTED THIS 6<sup>th</sup> DAY OF September, 2022 by:

Name: Jeff R. Brantley

Signature: [Signature]

Title: Jefferson County Judge

Company: Jefferson County, Texas

ATTEST  
DATE

[Signature]  
9-6-2022



Jefferson County Courthouse  
1149 Pearl St., 4<sup>th</sup> Floor  
Beaumont, Texas 77701



Office (409) 835-8442  
Fax (409) 835-8628  
vernon.pierce@jeffcotx.us

**Vernon Pierce**  
Jefferson County  
Commissioner Pct. #1

**TO:** Fran Lee, Auditing  
**FROM:** Pct. #1 Road and Bridge  
**DATE:** 08-29-22  
**RE:** Funds Transfer

Transfer from Acct. #	111-0109-431-60-42	Capital Trucks & Trailers		\$ 19,451.
Transfer to Acct. #	111-0109-431-60-11	Capital Road Machinery	\$ 19,451.	

This transfer request is for Road Machinery.

Please put this on the Agenda for 9-6-22.

Thank you,

Pct. #1 Road and Bridge



Contract Numbers:

CE - #597-19

GM - #611-20

SVL75-2HFWC WEB QUOTE #2445500

Date: 8/23/2022 7:31:23 AM

-- Customer Information --

Truax, Paul

Jefferson County

jwest@co.jefferson.tx.us

4098358443

Quote Provided By

Beaumont Tractor Company, Inc.

Kyle Lee

4430 College St.

Beaumont, TX 77707

email: kyle@beaumonttractor.com

phone: 4098663360

-- Standard Features --

-- Custom Options --



Kubota

S Series

SVL75-2HFWC

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

## FEATURES

Vertical Lift Path Loader Frame  
Standard Front Quick Coupler,  
Float Standard  
Hydraulic Quick Coupler  
Option, High Flow Hydraulics  
Loader Boom Lock  
Open ROPS & Air Conditioned  
ROPS/FOPS Cab Models  
High Back, Adjustable, Vinyl,  
Suspension Seat  
2" Retractable Seat Belt and 2-  
Piece Seat Bar  
12V Electric Outlet  
17.4 gpm Auxiliary Hydraulics  
standard, 29.3 gpm Option  
Direct To Tank Return Line  
Rigid Mounted Undercarriage, 4  
Lower Track Rollers  
Rubber Tracks, 12.6" Standard,  
15" Optional  
Two Speed Travel System  
Automatic Wet Disk Parking  
Brake  
Kubota 4 Hydraulic Pump Load  
Sensing System  
2 Gear, 2 Variable  
Displacement Pumps  
Hydraulic Joystick Controls  
ISO Operating Pattern  
Hand And Foot Throttle  
Controls  
Electronic Travel Torque  
Management  
Automatic Glow Plugs  
Key Switch Stop/Start System  
Self Bleed Fuel System  
2 Front and 2 Rear Working  
Lights  
Hour Meter, Engine  
Temperature and Fuel  
Gauges and Warning Lights  
Horn and Backup Alarm  
Lockable Fuel Cap  
Bolt On Grab Handles to enter  
machine

## BASIC UNITS

SVL75-2, 15.0" Rubber Tracks,  
A/C ROPS/FOPS Cab  
Hydraulic Quick Coupler, High  
Flow Hydraulics

## ENGINE

V3307 Kubota CR-TE4, Tier 4  
Diesel Engine  
4 Cylinder, 4 Cycle, Turbo Charged  
74.3 Gross HP @ 2400 rpm

## DIMENSIONS

Cab Height 82.0"  
Width (without attachment) 85.9"  
Width with wide track option  
(without attachment) 88.3"  
Length (without attachment) 109.0"  
Length of Track on Ground 66.5"

## OPERATIONAL

## DIMENSIONS

Operating Weight\*, SVL75H, 12.6"  
Rubber Tracks, Open  
ROPS/FOPS Cab, Mechanical  
Quick Coupler 9,039 lbs.  
Rated Operating Capacity (@ 35%  
of Tipping Load) 2,300 lbs.  
Rated Operating Capacity (ROC)  
@ 35% of Tipping Load complies  
with ISO 14397-1 and SAE J 818  
for crawler loaders  
Rated Operating Capacity (ROC)  
@ 50% of Tipping Load 3,285 lbs.  
Tipping Load 6,670 lbs.  
Auxiliary Hydraulics Flow 17.4  
gpm  
Travel Speed (Low / High) 4.7 / 7.1  
mph  
Reach @ Maximum Height 41.7"  
Height to Hinge Pin 119.1"  
Ground Pressure 6.6 psi.  
Traction Force 9,678 lbf.

\* Includes operator's weight, 175  
lbs.

SVL75-2HFWC Base Price: \$74,542.00

(1) ACCESSORY HARNESS S6680-ACCESSORY HARNESS	Inc.
(1) 14 PIN TO 14 PIN ADAPTER KIT S6650-14 PIN TO 14 PIN ADAPTER KIT	\$331.00
(1) SVL MULTIFUNCTION CONTROLLER HANDLE S6699A-SVL MULTIFUNCTION CONTROLLER HANDLE	\$908.00
(1) STROBE LIGHT KIT S6678-STROBE LIGHT KIT	\$213.00
(1) KubotaNOW TELEMATICS MODEM DCU6700-KubotaNOW TELEMATICS MODEM	\$418.00
(1) SVL TELEMATICS HARNESS S6702-SVL TELEMATICS HARNESS	\$135.00
<b>Configured Price:</b>	<b>\$76,547.00</b>
<b>BUY BOARD Discount:</b>	<b>(\$18,371.28)</b>
<b>SUBTOTAL:</b>	<b>\$58,175.72</b>
1Yr SVL75-2HFWC Extended Warranty (3000 hrs)	\$950.00
Dealer Assembly:	\$368.33
Freight Cost:	\$718.75
PDI:	\$250.00
Trade Kubota SSV75 s/n 21278	(\$25,000.00)

Total Unit Price: \$35,462.80

Quantity Ordered: 1

Final Sales Price: \$35,462.80

Purchase Order Must Reflect  
the Final Sales Price

To order equipment -- purchase orders must be made out and  
returned to:

Kubota Tractor Corporation  
Attn: National Accounts  
1000 Kubota Drive  
Grapevine, TX 76051  
or email NA.Support@kubota.com  
or call 817-756-1171 or fax 844-582-1581

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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**To: Fran Lee**  
**From: Mike Trahan**  
**Re: Budget Transfer**  
**Date: August 30, 2022**

**Fran,**

**I would like to request a transfer of \$4000.00 from 112-0205-431-40-15 Communication Equipment to 112-0205-431-30-84 Minor Equipment, to cover the cost of a new APX4500 Mobile radio.**

**I do know that this has to go through Commissioner's Court.  
Thanks for your help.**

**Sincerely,**  
***Mike Trahan***  
**Superintendent, Road and Bridge Precinct 2**

## Jefferson County




## Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

**MEMO**

TO: Ms. Fran Lee, Auditing  
FROM: Commissioner Everette Alfred   
DATE: August 29, 2022  
RE: **Transfer Funds – Out of Series**

---

Please make the following transfer as indicated. Thank you.

Transfer **\$5,000** from account # 114-0405-431.30-34 (Diesel Fuel) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr

**Jefferson County  
District Clerk's Office**  
1085 Pearl Street  
Room 203  
Beaumont, TX 77701  
409-835-8580  
Fax 409-835-8527



**Family Law Division**  
409-835-8653

**Child Support**  
P. O. Box 3586  
Beaumont, TX 77704  
409-835-8425

**Jamie Smith  
District Clerk**

Dear Fran,

I am requesting to transfer \$6850.00 from account 120-2031-414-30-84 (office supplies) to account 120-2031-414-60-22 (Capital Outlay – Fixtures and Furniture) for the purchase and installation of rolling aluminum counter doors.

Respectfully,

A handwritten signature in cursive script that reads "Jamie Smith".

Jamie Smith  
Jefferson County District Clerk

**Overhead Door Company Of Beaumont**

1547 Main Lane  
Beaumont, Texas 77713

The Gemline. The Original.



Proposal #: RGC-4436

PROPOSAL SUBMITTED TO: Jefferson County Courthouse			Date 8/30/2022	Attention
STREET 1085 Pearl St.			Job Name Jefferson County District Clerk Office	
City Beaumont	State TX	ZipCode 77701	Job Location Counter doors front service counter	
Phone Number 409-835-8580	Fax Number		Job Phone 409-835-8580	

Furnish labor and material to install:

2-96" X 57" motor operated 115v rolling aluminum counter doors located at front service counter.  
Each with manual crank overrides  
Two multi channel remotes that will operate both doors.  
Available Colors: white-ivory-beige -bronze

Labor and material:\$6,819.00

All required wiring and conduit by others.

We hereby propose to complete in accordance with above specification, for the sum of:

**Six Thousand Eight Hundred Nineteen Dollars and No Cents**

**\$6,819.00**

Signature

Richard Coe

Direct Dial: 409-781-5588

**TERMS AND CONDITIONS**

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

TERMS AND CONDITIONS

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: \_\_\_\_\_

Signature

Title

Date of Acceptance



OFFICE OF JEFFERSON COUNTY

August 29, 2022

Jefferson County Commissioners Court  
4<sup>th</sup> Floor, Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, TX 77701

To Whom It May Concern,

Our office is in the process of updating our technology and in doing so we need to order another laptop through the cost share program of Texas A&M AgriLife Extension. The new laptop will replace our oldest laptop which has become obsolete. We would like to utilize Minor Equipment funds budgeted for a color printer that we did not have to replace.

I would like to request transfer of \$800.00 from account 120-40-71-461-30-84 to account 120-40-71-461-60-02, to purchase a new laptop for office use.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Fitzgerald", with a long horizontal stroke extending to the right.

Tyler Fitzgerald  
County Extension Agent-Agriculture & Natural Resources  
County Coordinator

Texas A&M AgriLife Extension Service  
1225 Pearl Street, Suite 200, Beaumont, TX 77701

Tel. 409.835.8461 | Fax. 409.839.2310 | [Jefferson.AgrLife.org](http://Jefferson.AgrLife.org)

The members of Texas A&M AgriLife will provide equal opportunities in programs and activities, education, and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.

*The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating*

## **budget transfer**

Joe Zurita <jzurita@co.jefferson.tx.us>

Mon 8/29/2022 10:22 AM

To: Fran Lee <flee@co.jefferson.tx.us>

Cc: Everette "Bo" Alfred <ealfred@co.jefferson.tx.us>

Good morning, I requires two transfers on the next commissioners court agenda. First transfer is 1000.00 from account 120-8095-417-5064 to account 120-8095-417-10-05. Second transfer is 2000.00 from account 120-8095-417-30-83 also to account 120-8095-41710-05 this will allow

My part-time worker to continue through he month of Sept. I still have funds available in the tire blanket just in case I need to purchase additional tires. Thank you and have a great day.

*Joe L. Zurita Jr.*

*Director of Service Center*

*7789 Viterbo Rd.*

*Nederland, Tx 77627*

*409-719-5937*

**Veteran Service  
Office**

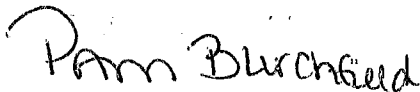
# Memo

**To:** Fran Lee  
**From:** Hilary L. Guest  
**CC:**  
**Date:** August 30, 2022  
**Re:** Budget Transfer

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I would like to request the following budget transfer at this time. I would like to transfer \$400.00 From Extra Help (acct. # 120-8096-419.10-05) to our Office Supplies Budget (acct. # 120-8096-419.30-78) to cover the cost for the rest of the fiscal year.

Thank you.



Pamela Burchfield

Supervisor

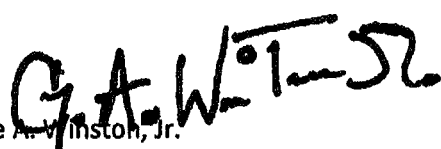
GENE A. WINSTON, JR.  
CONSTABLE PCT. 8  
525 LAKESHORE DRIVE  
PORT ARTHUR, TX 77640



WILLIE JANE BRISCOE  
SENIOR OFFICE SPEACIALIST  
OFFICE: 409-983-8311 FAX 409-983-8803  
EMAIL: JCP8@CO.JEFFERSON.TX.US

Attention: Jefferson County Commissioners  
Cc: Fran Lee (Auditor's office)  
Date: 8/31/2022

I am requesting to transfer \$3000 from the extra help expense account(1203072-425.10-05) to the clothing expense account (120-3072-425.30-17).This request is necessary in order to complete the outfitting of myself and all deputies.  
Thank you for your consideration in this matter.

  
Gene A. Winston, Jr.  
Constable PCT. 8  
409.983.8311

#### FOURTH AMENDMENT TO THE MANAGEMENT AGREEMENT

This Fourth Amendment to the Management Agreement (this “Fourth Amendment”) is entered into as of September 6, 2022 (“Amendment Effective Date”) between Jefferson County, Texas organized under the laws of the State of Texas (“County”), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG360 (formerly known as Spectra Venue Management) (“Manager”).

#### Background

County and Manager are parties to a certain Management Agreement, effective as of April 1, 2017, which was amended pursuant to a certain Amendment to Management Agreement entered into as of March, 2017, a Second Amendment to Management Agreement entered into as of May 28, 2019, and a Third Amendment to Management Agreement dated September 17, 2019 (collectively, the “Management Agreement”), pursuant to which the County engaged Manager to manage and operate the Ford Park Entertainment Complex consisting of Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns. The parties now desire to amend the Management Agreement to extend the term thereof.

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Section 4.1 of the Agreement is hereby amended and restated in its entirety as follows:

“Section 4.1 Term. The term of this Agreement (the “**Term**”) shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on September 30, 2027.”.

2. Section 4.2 is amended by adding a new subsection 4.2(d) as follows:

“(d) by the County, effective on or after September 30, 2023, by providing the Manager not less than one hundred eighty (180) days’ prior written notice. For the sake of clarity, should the County choose to exercise this option to terminate, the County shall be required to pay the Manager the remaining unamortized portion of Manager’s Contribution as described in Section 11.3, as well as satisfy the obligations in Section 4.3 Effect of Termination.”

3. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modification set forth above, all of the provision of the Management Agreement shall remain unmodified and in full force and effect. All other terms, provisions, representations, warranties, and covenants of the Management Agreement are hereby confirmed, ratified, and remain in full force and effect. Any inconsistencies between this Fourth Amendment and the Management Agreement shall be governed by this Fourth Amendment.
4. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

5. This Fourth Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Fourth Amendment may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Fourth Amendment.

Each part has caused this Fourth Amendment to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFFERSON COUNTY

GLOBAL SPECTRUM, LP, d/b/a OVG360

By: Global Spectrum, LLC Its general partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jeff Branick

Name: Brian Rothenberg

Its: County Judge

Its: President

PGM: GMCOMMV2	DATE 09-06-2022	AMOUNT	CHECK NO.	PAGE: 1 92 TOTAL
JURY FUND				
DAWN DONUTS		61.50	498574	
CHAPMAN VENDING		29.37	498601	
				90.87**
ROAD & BRIDGE PCT.#1				
VERIZON WIRELESS		75.98	498524	
VERNON PIERCE		951.21	498596	
				1,027.19**
ROAD & BRIDGE PCT.#2				
ENTERGY		185.58	498483	
RITTER @ HOME		25.94	498506	
BUMPER TO BUMPER		238.78	498538	
ATTABOY TERMITE & PEST CONTROL		57.69	498551	
GULF COAST		1,474.48	498590	
CHARTER COMMUNICATIONS		152.56	498616	
MUNRO'S UNIFORM SERVICES, LLC		20.00	498620	
				2,155.03**
ROAD & BRIDGE PCT. # 3				
FARM & HOME SUPPLY		299.99	498478	
PHILPOTT MOTORS, INC.		180.00	498498	
SEABREEZE CULVERT, INC.		8,090.40	498509	
AT&T		81.18	498514	
VERIZON WIRELESS		38.07	498524	
SHOPPA'S FARM SUPPLY		222.54	498568	
CHARTER COMMUNICATIONS		142.23	498609	
ODP BUSINESS SOLUTIONS, LLC		615.24	498618	
MUNRO'S UNIFORM SERVICES, LLC		23.95	498620	
				9,693.60**
ROAD & BRIDGE PCT.#4				
CITY OF BEAUMONT - WATER DEPT.		21.56	498468	
ENTERGY		1,286.90	498483	
CASH ADVANCE ACCOUNT		1,345.01	498487	
POSITIVE PROMOTIONS		330.95	498518	
MCKESSON MEDICAL-SURGICAL INC		1,220.00	498522	
UNITED STATES POSTAL SERVICE		1.44	498528	
				4,205.86**
ENGINEERING FUND				
UNITED STATES POSTAL SERVICE		57.57	498528	
ALLTERRA CENTRAL, INC.		31,951.36	498586	
				31,951.93**
PARKS & RECREATION				
ENTERGY		298.68	498483	
SAM'S CLUB DIRECT		197.77	498561	
ALL TERRAIN EQUIPMENT CO		1,152.77	498579	
				1,649.22**
GENERAL FUND				
TAX OFFICE				
ROMERO GLASS CO.		483.40	498507	
UNITED STATES POSTAL SERVICE		579.45	498528	
				1,062.85*
COUNTY HUMAN RESOURCES				
UNITED STATES POSTAL SERVICE		3.60	498528	
				3.60*
AUDITOR'S OFFICE				
UNITED STATES POSTAL SERVICE		1.71	498528	
ODP BUSINESS SOLUTIONS, LLC		554.85	498618	
				556.56*
COUNTY CLERK				
ULINE SHIPPING SUPPLY SPECIALI		610.16	498516	
UNITED STATES POSTAL SERVICE		302.44	498528	
ODP BUSINESS SOLUTIONS, LLC		65.30	498618	
				847.30*
COUNTY JUDGE				

PGM: GMCOMMV2	DATE 09-06-2022	PAGE: 2 93
NAME	AMOUNT	CHECK NO. TOTAL
WELLS PEYTON & PARTAIN, LLP	500.00	498461
LAIRON DOWDEN, JR.	500.00	498473
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	498491
LINDA F PATTERSON	1,607.25	498497
DEBORAH CLARK	199.00	498520
MOORE LANDREY LLP	1,000.00	498555
CARRIER & ALLISON LAW GROUP PC	500.00	498595
ODP BUSINESS SOLUTIONS, LLC	102.36	498618
RISK MANAGEMENT		4,908.61*
UNITED STATES POSTAL SERVICE	2.44	498528
COUNTY TREASURER		2.44*
UNITED STATES POSTAL SERVICE	98.84	498528
ODP BUSINESS SOLUTIONS, LLC	796.77	498618
PRINTING DEPARTMENT		895.61*
BOSWORTH PAPERS	1,317.75	498599
PURCHASING DEPARTMENT		1,317.75*
BEAUMONT ENTERPRISE	1,229.14	498476
PORT ARTHUR NEWS, INC.	84.08	498499
UNITED STATES POSTAL SERVICE	27.53	498528
GENERAL SERVICES		1,340.75*
CASH ADVANCE ACCOUNT	65.00	498487
ADVANCED STAFFING	97.50	498517
FIBERLIGHT LLC	1,998.75	498594
BOSWORTH PAPERS	2,650.20	498599
CHARTER COMMUNICATIONS	646.41	498610
CHARTER COMMUNICATIONS	227.21	498611
DATA PROCESSING		5,685.07*
CDW COMPUTER CENTERS, INC.	276.32	498519
VERIZON WIRELESS	75.98	498524
LINDENMEYR MUNROE	2,662.00	498597
ODP BUSINESS SOLUTIONS, LLC	26.55	498618
VOTERS REGISTRATION DEPT		3,040.85*
UNITED STATES POSTAL SERVICE	88.04	498528
ELECTIONS DEPARTMENT		88.04*
ULINE SHIPPING SUPPLY SPECIALI	42.88	498516
UNITED STATES POSTAL SERVICE	.12	498528
DISTRICT ATTORNEY		43.00*
CASH ADVANCE ACCOUNT	1,481.47	498487
UNITED STATES POSTAL SERVICE	322.50	498528
ODP BUSINESS SOLUTIONS, LLC	630.24	498618
DISTRICT CLERK		2,434.21*
UNITED STATES POSTAL SERVICE	407.06	498528
CRIMINAL DISTRICT COURT		407.06*
UNITED STATES POSTAL SERVICE	1.14	498528
58TH DISTRICT COURT		1.14*
UNITED STATES POSTAL SERVICE	.57	498528
ODP BUSINESS SOLUTIONS, LLC	196.63	498618
60TH DISTRICT COURT		197.20*

PGM: GMCOMMV2	DATE 09-06-2022	PAGE: 3 94
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	6.46	498528
136TH DISTRICT COURT		6.46*
UNITED STATES POSTAL SERVICE	.98	498528
BAYLOR WORTHAM	130.00	498540
252ND DISTRICT COURT		130.98*
JEFFERSON CTY. BAR ASSOCIATION	125.00	498486
UNITED STATES POSTAL SERVICE	49.34	498528
KIMBERLY R. BROUSSARD	1,251.30	498548
279TH DISTRICT COURT		1,425.64*
ALISA RAUMAKER, CSR	1,320.60	498463
ORGAIN, BELL & TUCKER	220.00	498495
ANITA F. PROVO	1,710.00	498503
NATHAN REYNOLDS, JR.	110.00	498505
GERMER PLLC	1,221.00	498521
UNITED STATES POSTAL SERVICE	8.55	498528
JOEL WEBB VAZQUEZ	220.00	498536
KIMBERLY PHELAN, P.C.	325.00	498539
TONYA CONNELL TOUPS	330.00	498546
JASON ROBERT NICKS	2,750.00	498552
MATUSKA LAW FIRM	550.00	498567
THE SCHLETT LAW FIRM, PLLC	2,178.00	498600
317TH DISTRICT COURT		10,943.15*
WENDELL RADFORD	325.00	498504
UNITED STATES POSTAL SERVICE	.57	498528
JUSTICE COURT-PCT 1 PL 1		325.57*
UNITED STATES POSTAL SERVICE	13.70	498528
THOMSON REUTERS-WEST	129.50	498564
JUSTICE COURT-PCT 1 PL 2		143.20*
UNITED STATES POSTAL SERVICE	23.14	498528
JUSTICE COURT-PCT 6		23.14*
UNITED STATES POSTAL SERVICE	60.58	498528
COUNTY COURT AT LAW NO.1		60.58*
UNITED STATES POSTAL SERVICE	3.93	498528
COUNTY COURT AT LAW NO. 2		3.93*
TODD W LEBLANC	250.00	498460
A. MARK FAGGARD	250.00	498477
MARVA PROVO	250.00	498502
UNITED STATES POSTAL SERVICE	2.28	498528
THE WALKER LAW FIRM	650.00	498603
COUNTY COURT AT LAW NO. 3		1,402.28*
TODD W LEBLANC	650.00	498460
THOMAS J. BURBANK PC	650.00	498466
A. MARK FAGGARD	400.00	498477
LANGSTON ADAMS	850.00	498531
JOEL WEBB VAZQUEZ	500.00	498536
KIMBERLY PHELAN, P.C.	250.00	498539
COURT MASTER		3,300.00*
KENT W JOHNS	1,000.00	498559
MEDIATION CENTER		1,000.00*

PGM: GMCOMMV2	DATE 09-06-2022	PAGE: 4 95
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	1.47	498528 1.47*
SHERIFF'S DEPARTMENT		
CITY OF NEDERLAND	30.93	498469
JEFFERSON CTY. SHERIFF'S DEPARTMENT	407.00	498485
CASH ADVANCE ACCOUNT	865.00	498487
AT&T	337.59	498514
CDW COMPUTER CENTERS, INC.	792.49	498519
UNITED STATES POSTAL SERVICE	2,613.60	498528
ODP BUSINESS SOLUTIONS, LLC	69.31	498618
DAMAGE RECOVERY UNIT	400.00	498623
JAIL - NO. 2		5,515.92*
W.W. GRAINGER, INC.	308.12	498482
KIRKSEY'S SPRINT PRINTING	24.95	498489
M&D SUPPLY	51.76	498490
MCNEILL INSURANCE AGENCY	142.00	498493
SHERWIN-WILLIAMS	773.15	498512
AT&T	1,081.44	498514
LOWE'S HOME CENTERS, INC.	13,585.86	498530
TITAN TESTING	200.00	498557
CONSTELLATION NEWENERGY - GAS DIVIS	2,489.61	498562
GALLS LLC	1,004.00	498571
AXON ENTERPRISE INC	2,800.00	498578
ES OPCO USA LLC	1,110.28	498591
JUVENILE PROBATION DEPT.		23,571.17*
FED EX	108.32	498481
CASH ADVANCE ACCOUNT	264.50	498487
LARONDA TURNER	77.50	498496
VERIZON WIRELESS	53.90	498524
UNITED STATES POSTAL SERVICE	9.23	498528
NISHA AMIN	830.00	498547
ODP BUSINESS SOLUTIONS, LLC	157.59	498618
JUVENILE DETENTION HOME		1,501.04*
EPS	195.69	498474
CLEAN HARBORS ENVIRONMENTAL SERVICE	137.73	498533
BEN E KEITH COMPANY	3,339.87	498535
VANSCHCA SANDERS-CHEVIS	500.00	498543
VACUUM CITY & UNIQUE GIFTS	256.63	498582
VEQUAL ROBERTS	400.00	498598
FLOWERS BAKING COMPANY OF HOUSTON	324.66	498621
CONSTABLE PCT 1		5,154.58*
KIRKSEY'S SPRINT PRINTING	24.95	498489
VERIZON WIRELESS	227.94	498524
UNITED STATES POSTAL SERVICE	48.55	498528
CONSTABLE-PCT 2		301.44*
KIRKSEY'S SPRINT PRINTING	24.95	498489
TAC - TEXAS ASSN. OF COUNTIES	230.00	498515
VERIZON WIRELESS	113.97	498524
CONSTABLE-PCT 4		368.92*
VERIZON WIRELESS	113.97	498524
ODP BUSINESS SOLUTIONS, LLC	168.70	498618
CONSTABLE-PCT 6		282.67*
CASH ADVANCE ACCOUNT	1,016.00	498487
VERIZON WIRELESS	113.97	498524
UNITED STATES POSTAL SERVICE	12.24	498528
THOMSON REUTERS-WEST	129.50	498564
CONSTABLE PCT. 7		1,271.71*

PGM: GMCOMMV2	DATE 09-06-2022	PAGE: 5 96
NAME	AMOUNT	CHECK NO. TOTAL
VERIZON WIRELESS	113.97	498524
CONSTABLE PCT. 8		113.97*
VERIZON WIRELESS	113.97	498524
ODP BUSINESS SOLUTIONS, LLC	111.96	498618
COUNTY MORGUE		225.93*
FORENSIC MEDICAL	86,400.00	498585
AGRICULTURE EXTENSION SVC		86,400.00*
TYLER FITZGERALD	76.94	498584
ODP BUSINESS SOLUTIONS, LLC	107.68	498618
HEALTH AND WELFARE NO. 1		184.62*
BROUSSARD'S MORTUARY	1,500.00	498465
CALVARY MORTUARY	1,500.00	498467
CLAYBAR HAVEN OF REST	1,240.00	498525
UNITED STATES POSTAL SERVICE	84.61	498528
CLEAN HARBORS ENVIRONMENTAL SERVICE	43.40	498533
PROCTOR'S MORTUARY INC	1,500.00	498553
HEALTH AND WELFARE NO. 2		5,868.01*
CLAYBAR FUNERAL HOME, INC.	1,500.00	498470
ENTERGY	140.00	498484
CLAYBAR HAVEN OF REST	1,240.00	498526
CLEAN HARBORS ENVIRONMENTAL SERVICE	43.40	498533
CHARTER COMMUNICATIONS	166.72	498612
NURSE PRACTITIONER		3,090.12*
MCKESSON MEDICAL-SURGICAL INC	1,110.37	498522
CLEAN HARBORS ENVIRONMENTAL SERVICE	94.30	498533
ODP BUSINESS SOLUTIONS, LLC	237.14	498618
ENVIRONMENTAL CONTROL		1,441.81*
AT&T	36.54	498514
INDIGENT MEDICAL SERVICES		36.54*
VERIZON WIRELESS	40.25	498524
CARDINAL HEALTH 110 INC	1,682.48	498565
CORLISS R RANDLE	1,200.00	498587
MICHAEL BARNES	1,800.00	498605
MAINTENANCE-BEAUMONT		4,722.73*
CITY OF BEAUMONT - WATER DEPT.	1,093.58	498468
ECOLAB	212.47	498475
W.W. GRAINGER, INC.	200.24	498482
ENTERGY	1,350.92	498483
METAL INDUSTRIES, INC.	95.00	498494
SANITARY SUPPLY, INC.	2,281.93	498508
ACE IMAGEWEAR	235.96	498511
THOMAS A/C SUPPLY INC	1,620.48	498523
BAKER DISTRIBUTING COMPANY	39.32	498534
VOSS LIGHTING	504.24	498542
LANDSCAPER'S WHOLESALE MARKET	188.50	498558
AI FILTER SERVICE COMPANY	732.70	498560
FRED MILLER'S OUTDOOR EQUIPMENT LLC	499.99	498569
REXEL USA INC	946.59	498581
SECURITY PEST MANAGEMENT	356.00	498602
CHARTER COMMUNICATIONS	174.69	498615
MAINTENANCE-PORT ARTHUR		10,532.61*
ALL-PHASE ELECTRIC SUPPLY	105.00	498472
FAST SIGNS, INC.	62.00	498479

PGM: GMCOMMV2	DATE 09-06-2022	PAGE: 6 97
NAME	AMOUNT	CHECK NO. TOTAL
JOHNSON CONTROLS, INC.	4,752.35	498488
AT&T	1,428.35	498514
SOLAR	115.40	498529
TEXAS GAS SERVICE	569.32	498532
ALL TERRAIN EQUIPMENT CO	6.10	498579
THE HOME DEPOT PRO	778.37	498588
CHARTER COMMUNICATIONS	460.18	498614
		8,277.07*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	80.92	498469
ENTERGY	466.82	498483
ACE IMAGEWEAR	37.22	498511
ATTABOY TERMITE & PEST CONTROL	13.20	498551
FRED MILLER'S OUTDOOR EQUIPMENT LLC	47.90	498569
		646.06*
SERVICE CENTER		
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	498572
		7.50*
VETERANS SERVICE		
KIRKSEY'S SPRINT PRINTING	24.95	498489
POSTMASTER	720.00	498501
UNITED STATES POSTAL SERVICE	11.75	498528
		756.70*
		201,869.56**
MOSQUITO CONTROL FUND		
SETZER HARDWARE, INC.	15.29	498510
TEXAS DEPT OF AGRICULTURE	75.00	498550
MUNRO'S UNIFORM SERVICES, LLC	81.69	498620
		171.98**
FEMA EMERGENCY		
MARTIN PRODUCT SALES LLC	8,226.90	498541
		8,226.90**
SECURITY FEE FUND		
KWP TELECOM LLC	255.00	498573
AMAZON.COM SERVICES LLC	59.39	498622
		314.39**
EMPG GRANT		
CHARTER COMMUNICATIONS	122.62	498613
		122.62**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	70.93	498524
		70.93**
GRANT A STATE AID		
YOUTH ADVOCATE PROGRAMS INC	5,635.00	498544
		5,635.00**
COMMUNITY SUPERVISION FND		
VERIZON WIRELESS	32.96	498524
UNITED STATES POSTAL SERVICE	60.68	498528
JCCSC	800.00	498556
ODP BUSINESS SOLUTIONS, LLC	901.24	498618
		1,794.88**
LAW OFFICER TRAINING GRT		
TEEX	600.00	498462
		600.00**
REGIONAL COMM. SAVNS		
APPRISS INSIGHTS, LLC	15,071.82	498607
		15,071.82**
DEPUTY SHERIFF EDUCATION		
TXFACT, LLC	495.00	498577
		495.00**
DEPT STATE HEALTH GRANT		

PGM: GMCOMMV2	DATE 09-06-2022	PAGE: 7 98
NAME	AMOUNT	CHECK NO. TOTAL
CANDICE FORD	32.53	498576
MARCUS LAMBERT	60.00	498606
J.P. COURTROOM TECH. FUND		92.53**
VERIZON WIRELESS	227.94	498524
HOTEL OCCUPANCY TAX FUND		227.94**
M&D SUPPLY	37.41	498490
PORT ARTHUR NEWS, INC.	174.00	498500
UNITED STATES POSTAL SERVICE	.57	498528
ALLIANCE MECHANICAL SERVICES	262.00	498537
TEXAS FOREST TRAIL REGION	250.00	498549
SAM'S CLUB DIRECT	160.29	498561
MATERA PAPER COMPANY INC	354.78	498563
CINTAS CORPORATION	100.01	498575
COTTON CARGO	3,416.15	498589
CHARTER COMMUNICATIONS	130.63	498608
MUNRO'S UNIFORM SERVICES, LLC	120.09	498620
CAPITAL PROJECTS FUND		5,005.93**
MAVERICK COMMUNICATIONS, INC.	27,471.45	498492
AIRPORT FUND		27,471.45**
CITY OF NEDERLAND	520.98	498469
COBURN SUPPLY COMPANY INC	203.07	498471
FED EX	55.86	498480
CDW COMPUTER CENTERS, INC.	78.38	498519
VERIZON WIRELESS	37.99	498524
UNITED STATES POSTAL SERVICE	.98	498528
LOWE'S HOME CENTERS, INC.	26.64	498530
PURVIS BEARING SERVICE	91.07	498545
SOUTHEAST TEXAS PARTS AND EQUIPMENT	182.65	498566
A-1 MAIDA FENCE COMPANY	325.00	498570
TITAN AVIATION FUELS	85,463.16	498583
SURVIVAL AIR SYSTEMS	693.21	498593
ODP BUSINESS SOLUTIONS, LLC	59.32	498618
MUNRO'S UNIFORM SERVICES, LLC	98.98	498620
AIRPORT IMPROVE. GRANTS		87,837.29**
THE LABICHE ARCHITECTURAL GROUP	14,034.56	498464
SIGMA ENGINEERS, INC.	16,943.00	498513
GARVER LLC	59,298.10	498554
KSA ENGINEERS INC	8,181.52	498592
SE TX EMP. BENEFIT POOL		98,457.18**
EXPRESS SCRIPTS INC	135,973.63	498580
PAYROLL FUND		135,973.63**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,607.00	498438
CLEAT	270.00	498439
JEFFERSON CTY. TREASURER	12,155.33	498440
RON STADTMUELLER - CHAPTER 13	182.31	498441
INTERNAL REVENUE SERVICE	208.00	498442
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,920.00	498443
JEFFERSON CTY. TREASURER - HEALTH	532,177.16	498444
JEFFERSON CTY. TREASURER - GENERAL	35.00	498445
JEFFERSON CTY. TREASURER - PAYROLL	1,898,611.21	498446
JEFFERSON CTY. TREASURER - PAYROLL	652,427.33	498447
MONY LIFE INSURANCE OF AMERICA	62.88	498448
POLICE & FIRE FIGHTERS' ASSOCIATION	1,866.89	498449
JEFFERSON CTY. TREASURER - TCDRS	750,756.05	498450
JEFFERSON COUNTY TREASURER	2,956.64	498451
JEFFERSON COUNTY - TREASURER -	8,020.78	498452
NECHES FEDERAL CREDIT UNION	35,281.43	498453
JEFFERSON COUNTY - NATIONWIDE	58,685.20	498454
SBA - U S DEPARTMENT OF TREASURY	289.92	498455

PGM: GMCOMMV2	DATE	PAGE: 8
	09-06-2022	99
NAME	AMOUNT	CHECK NO. TOTAL
CONSERVE	200.19	498456
INVESCO INVESTMENT SERVICES, INC	681.66	498457
TRANSWORLD SYSTEMS INC.	187.43	498458
		3,973,582.41**
EMERGENCY RENTAL ASSIST		
LEGACY COMMUNITY DEVELOPMENT CORP	905,825.84	498619
		905,825.84**
J C ASSISTANCE DISTRICT 4		
ENTERGY	8.81	498483
		8.81**
GLO DISASTER RECOVERY		
FREESE AND NICHOLS, INC	3,972.71	498604
		3,972.71**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	227.94	498524
		227.94**
MARINE DIVISION		
CITY OF NEDERLAND	21.40	498469
		21.40**
SHERIFF - COMMISSARY		
AAA LOCK & SAFE	960.00	498459
		960.00**
		5,524,811.84***

# **Pipeline Solutions LLC**

PETITION FOR ADDITION OF CERTAIN LAND TO  
JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4

§

THE STATE OF TEXAS                   §

COUNTY OF JEFFERSON               §

TO:   THE BOARD OF DIRECTORS OF JEFFERSON COUNTY ASSISTANCE DISTRICT  
 NO. 4:

Pipeline Solutions LLC, (the "Petitioner"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly Section 387.003 (i), petitions this Honorable Board to add the land described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes, to JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1:     The land sought to be added to the District lies entirely within Jefferson County, Texas, and is accurately described in Exhibit A (the "Land").

Section 2:     The Petitioner holds a fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of the Jefferson county Appraisal District.

Section 3:     All of the Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government code as amended) of the City of Beaumont, Texas. No part of the land is within the limits of any incorporated city, town, or village.

Section 4:     The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the roads and other Improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5:     The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and acknowledges that the District levies a one percent (1%) sales tax.

Section 6:     The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land except.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Jefferson County, Texas.

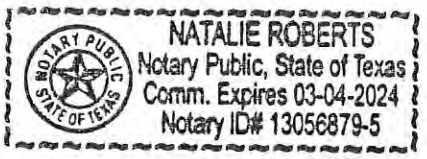
RESPECTFULLY SUBMITTED on March 25, 2022.

(PETITIONER), Nathan Gifford

THE STATE OF TEXAS           §  
   §  
COUNTY OF JEFFERSON       §

This instrument was acknowledged before me this 25 day of March, 2022, by Nathan Gifford, Safety and Compliance Manager of Pipeline Solutions LLC, on behalf of said Company.

(NOTARY SEAL)



Natalie Roberts  
Notary Public, State of Texas

Attachment:

Exhibit A – Description of Land

# EXHIBIT A

Bounds Description of Jefferson County Assistance District No. 4 (Garth Industrial Park)

## ***FAUST Engineering and Surveying, Inc.***

Professional Engineers and Professional Surveyors  
E-MAIL ADDRESS INFO@FAUSTENG.COM  
5550 Eastex Freeway, Suite O  
Beaumont, Texas 77708  
Surveying Firm Registration No. 100024-00  
Engineering Firm Registration No. 4800

Telephone (409) 813-3410  
Fax (409) 813-3484

### ***BOUNDS DESCRIPTION FOR JEFFERSON COUNTY PRECINCT 4 ASSISTANCE DISTRICT JEFFERSON COUNTY, TEXAS***

A tract being all of Lots 1 through 10 of Garth Industrial Park a subdivision in Jefferson County, Texas and recorded in Volume 11, Page 72, of the Map Records of Jefferson County, Texas;

**BEGINNING** at the northeasterly corner of Lot 10 of said Garth Industrial Park; said point being on the southeast right-of-way line of State Highway 124;

**THENCE** southeasterly (called South 47°58" East) along the northeasterly line of Lots 10 and 9, to the southeast corner of said Lot 9 (called 900 feet) and an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of said Lot 9, to the northeasterly corner of Lot 8 (called 100 feet) to an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southeasterly (called South 47°58' East) along the northeasterly line of Lot 8 (called 1000 feet) to the southeasterly corner of Lot 8 and the southeasterly corner of Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of Lots 8, 7, 6, and 5 (called 1818.11 feet) to an angle point for the southerly corner of Lot 5 and the southerly corner of Garth Industrial Park;

**THENCE** northwesterly (called North 89°54" West) along the south line of Lots 5 and 4 to an angle point (called 783.34 feet) for an angle point in the west line of Lot 4 and an angle point in the west line of Garth Industrial Park;

**THENCE** northeasterly (called North 00°07'20" East) along the west line of Lots 4 and 2-A (called 1345.15 feet) to an angle point for the northwest corner of Lot 2-A and an angle point in the west line of Garth Industrial Park;

## Legal Description

**THENCE** northeasterly (called North 42°08' East) along the northwest line of Lots 2-A and Lot 2, (called 580.48 feet) to an angle point in the northwest line of Lot 2 and Garth Industrial Park;

**THENCE** northwesterly (called North 47°58' West) along the northwest line of Lots 2 and 1 (called 419.80 feet) to the northwest corner of Lot 1 on the southeast line of State Highway 124;

**THENCE** northeasterly (called North 42°02' East) along the southeast right-of-way line of State Highway 124 and the northwest line of Lot 1, Commercial Drive, and Lot 10, (called 860 feet) to the **POINT OF BEGINNING**.

This document was prepared under 22 TAC X663.21, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property, except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782





GARTH INDUSTRIAL PARK  
TO THE  
PRECINCT 4  
JEFFERSON COUNTY  
ASSISTANCE DISTRICT

***Faust***  
ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EASTEX FWY, STE. O • BEAUMONT, TEXAS 77702 • (409) 813-3410  
ENGINEERING FIRM NO. 4800 • SURVEYING FIRM NO. 100024-00

CERTIFICATE OF AUTHORITY

I, the undersigned officer of Pipeline Solutions LLC, (the "Company"), hereby certify that:

1. The Company is the general partner of N/A;
2. Nathan Gifford, is the Safety and Compliance Manager of the Company;
3. in such capacity, he is authorized to execute any and all documents in connection with the annexation of land into Jefferson County Assistance District No. 4 (the "District"), including, specifically, the Petition for Addition of Certain Land into the District and any certificates needed by Jefferson County (the "Annexation Documents");
4. such execution of the Annexation Documents is duly authorized by the Company's organizational documents and by the agreement of Pipeline Solutions LLC, and such authorizations remained valid as of the date on which the Annexation Documents were executed.

WITNESS MY HAND, this the 25 day of March, 2022.

(PETITIONER)

By: Nathan Gifford

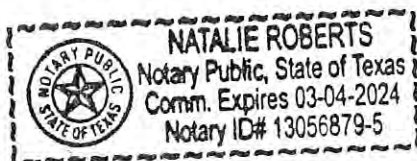
THE STATE OF TEXAS                   §

§

COUNTY OF JEFFERSON               §

This instrument was acknowledged before me on the 25 day of March, 2022, by Nathan Gifford, Safety and Compliance Manager of Pipeline Solutions LLC, on behalf of said Company.

(NOTARY SEAL)



Natalie Roberts

Notary Public, State of Texas

# **MetalForms**

## **LTD**

PETITION FOR ADDITION OF CERTAIN LAND TO  
JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4

§  
 THE STATE OF TEXAS           §  
 COUNTY OF JEFFERSON       §

TO: THE BOARD OF DIRECTORS OF JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4:

METALFORMS LTD, (the "Petitioner"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly Section 387.003 (i), petitions this Honorable Board to add the land described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes, to JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The land sought to be added to the District lies entirely within Jefferson County, Texas, and is accurately described in Exhibit A (the "Land").

Section 2: The Petitioner holds a fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of the Jefferson county Appraisal District.

Section 3: All of the Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government code as amended) of the City of Beaumont, Texas. No part of the land is within the limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the roads and other Improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and acknowledges that the District levies a one percent (1%) sales tax.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land except.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Jefferson County, Texas.

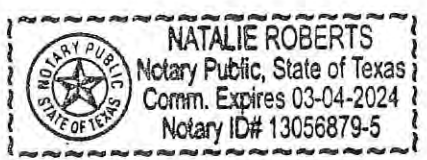
RESPECTFULLY SUBMITTED on March 10, 202<sup>22</sup><sub>1</sub> *DWHE*

(PETITIONER), *David W. Hearn, III*

THE STATE OF TEXAS                   §  
   §  
COUNTY OF JEFFERSON               §

This instrument was acknowledged before me this 10 day of March, 202<sup>22</sup><sub>1</sub>, by David W. Hearn, III, President of METALFORMS LTD, on behalf of said Company.

(NOTARY SEAL)



*Natalie Roberts*  
Notary Public, State of Texas

Attachment:

Exhibit A – Description of Land

# EXHIBIT A

Bounds Description of Jefferson County Assistance District No. 4 (Garth Industrial Park)

## ***FAUST Engineering and Surveying, Inc.***

Professional Engineers and Professional Surveyors  
E-MAIL ADDRESS INFO@FAUSTENG.COM  
5550 Eastex Freeway, Suite O  
Beaumont, Texas 77708  
Surveying Firm Registration No. 100024-00  
Engineering Firm Registration No. 4800

Telephone (409) 813-3410  
Fax (409) 813-3484

### ***BOUNDS DESCRIPTION FOR JEFFERSON COUNTY PRECINCT 4 ASSISTANCE DISTRICT JEFFERSON COUNTY, TEXAS***

A tract being all of Lots 1 through 10 of Garth Industrial Park a subdivision in Jefferson County, Texas and recorded in Volume 11, Page 72, of the Map Records of Jefferson County, Texas;

**BEGINNING** at the northeasterly corner of Lot 10 of said Garth Industrial Park; said point being on the southeast right-of-way line of State Highway 124;

**THENCE** southeasterly (called South 47°58" East) along the northeasterly line of Lots 10 and 9, to the southeast corner of said Lot 9 (called 900 feet) and an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of said Lot 9, to the northeasterly corner of Lot 8 (called 100 feet) to an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southeasterly (called South 47°58' East) along the northeasterly line of Lot 8 (called 1000 feet) to the southeasterly corner of Lot 8 and the southeasterly corner of Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of Lots 8, 7, 6, and 5 (called 1818.11 feet) to an angle point for the southerly corner of Lot 5 and the southerly corner of Garth Industrial Park;

**THENCE** northwesterly (called North 89°54" West) along the south line of Lots 5 and 4 to an angle point (called 783.34 feet) for an angle point in the west line of Lot 4 and an angle point in the west line of Garth Industrial Park;

**THENCE** northeasterly (called North 00°07'20" East) along the west line of Lots 4 and 2-A (called 1345.15 feet) to an angle point for the northwest corner of Lot 2-A and an angle point in the west line of Garth Industrial Park;

## Legal Description

**THENCE** northeasterly (called North 42°08' East) along the northwest line of Lots 2-A and Lot 2, (called 580.48 feet) to an angle point in the northwest line of Lot 2 and Garth Industrial Park;

**THENCE** northwesterly (called North 47°58' West) along the northwest line of Lots 2 and 1 (called 419.80 feet) to the northwest corner of Lot 1 on the southeast line of State Highway 124;

**THENCE** northeasterly (called North 42°02' East) along the southeast right-of-way line of State Highway 124 and the northwest line of Lot 1, Commercial Drive, and Lot 10, (called 860 feet) to the **POINT OF BEGINNING**.

This document was prepared under 22 TAC X663.21, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property, except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782





GARTH INDUSTRIAL PARK  
TO THE  
PRECINCT 4  
JEFFERSON COUNTY  
ASSISTANCE DISTRICT

**Faust**  
ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EASTEX FWY, STE. O • BEAUMONT, TEXAS 77702 • (409) 813-3410  
ENGINEERING FIRM NO. 4800 • SURVEYING FIRM NO. 100024-00

CERTIFICATE OF AUTHORITY

I, the undersigned officer of METALFORMS LTD, (the "Company"), hereby certify that:

1. The Company is the general partner of N/A;
2. David W. Hearn, III, is the President of the Company;
3. in such capacity, he is authorized to execute any and all documents in connection with the annexation of land into Jefferson County Assistance District No. 4 (the "District"), including, specifically, the Petition for Addition of Certain Land into the District and any certificates needed by Jefferson County (the "Annexation Documents");
4. such execution of the Annexation Documents is duly authorized by the Company's organizational documents and by the agreement of METALFORMS LTD, and such authorizations remained valid as of the date on which the Annexation Documents were executed.

WITNESS MY HAND, this the 10 day of March, 202<sup>22</sup>1, WHE

(PETITIONER)

By: David W. Hearn III

THE STATE OF TEXAS §

§

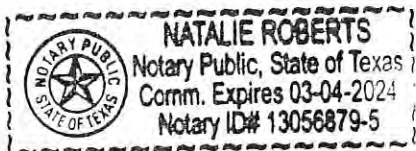
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 10 day of March, 202<sup>22</sup>1, by David W. Hearn, III, President of METALFORMS LTD, on behalf of said Company.

(NOTARY SEAL)

Natalie Roberts

Notary Public, State of Texas



# **Fabrics International Inc.**

PETITION FOR ADDITION OF CERTAIN LAND TO  
JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4

§

THE STATE OF TEXAS                   §

COUNTY OF JEFFERSON               §

TO: THE BOARD OF DIRECTORS OF JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4:

Fabricon International, Inc., (the "Petitioner"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly Section 387.003 (i), petitions this Honorable Board to add the land described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes, to JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The land sought to be added to the District lies entirely within Jefferson County, Texas, and is accurately described in Exhibit A (the "Land").

Section 2: The Petitioner holds a fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of the Jefferson county Appraisal District.

Section 3: All of the Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government code as amended) of the City of Beaumont, Texas. No part of the land is within the limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the roads and other Improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and acknowledges that the District levies a one percent (1%) sales tax.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land except.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Jefferson County, Texas.

RESPECTFULLY SUBMITTED on 3/10/2022, 2021.

(PETITIONER), *Lonnie Arrington*  
Lonnie Arrington

THE STATE OF TEXAS §

§

COUNTY OF JEFFERSON §

This instrument was acknowledged before me this 10 day of March, 2022 by Lonnie Arrington, President of Fabricon International, Inc., on behalf of said Company.

(NOTARY SEAL)



*Natalie Roberts*

Notary Public, State of Texas

Attachment:

Exhibit A – Description of Land

# EXHIBIT A

Bounds Description of Jefferson County Assistance District No. 4 (Garth Industrial Park)

## ***FAUST Engineering and Surveying, Inc.***

Professional Engineers and Professional Surveyors  
E-MAIL ADDRESS INFO@FAUSTENG.COM  
5550 Eastex Freeway, Suite O  
Beaumont, Texas 77708  
Surveying Firm Registration No. 100024-00  
Engineering Firm Registration No. 4800

Telephone (409) 813-3410  
Fax (409) 813-3484

### ***BOUNDS DESCRIPTION FOR JEFFERSON COUNTY PRECINCT 4 ASSISTANCE DISTRICT JEFFERSON COUNTY, TEXAS***

A tract being all of Lots 1 through 10 of Garth Industrial Park a subdivision in Jefferson County, Texas and recorded in Volume 11, Page 72, of the Map Records of Jefferson County, Texas;

**BEGINNING** at the northeasterly corner of Lot 10 of said Garth Industrial Park; said point being on the southeast right-of-way line of State Highway 124;

**THENCE** southeasterly (called South 47°58" East) along the northeasterly line of Lots 10 and 9, to the southeast corner of said Lot 9 (called 900 feet) and an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of said Lot 9, to the northeasterly corner of Lot 8 (called 100 feet) to an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southeasterly (called South 47°58' East) along the northeasterly line of Lot 8 (called 1000 feet) to the southeasterly corner of Lot 8 and the southeasterly corner of Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of Lots 8, 7, 6, and 5 (called 1818.11 feet) to an angle point for the southerly corner of Lot 5 and the southerly corner of Garth Industrial Park;

**THENCE** northwesterly (called North 89°54" West) along the south line of Lots 5 and 4 to an angle point (called 783.34 feet) for an angle point in the west line of Lot 4 and an angle point in the west line of Garth Industrial Park;

**THENCE** northeasterly (called North 00°07'20" East) along the west line of Lots 4 and 2-A (called 1345.15 feet) to an angle point for the northwest corner of Lot 2-A and an angle point in the west line of Garth Industrial Park;

## Legal Description

**THENCE** northeasterly (called North 42°08' East) along the northwest line of Lots 2-A and Lot 2, (called 580.48 feet) to an angle point in the northwest line of Lot 2 and Garth Industrial Park;

**THENCE** northwesterly (called North 47°58' West) along the northwest line of Lots 2 and 1 (called 419.80 feet) to the northwest corner of Lot 1 on the southeast line of State Highway 124;

**THENCE** northeasterly (called North 42°02' East) along the southeast right-of-way line of State Highway 124 and the northwest line of Lot 1, Commercial Drive, and Lot 10, (called 860 feet) to the **POINT OF BEGINNING**.

This document was prepared under 22 TAC X663.21, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property, except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782





GARTH INDUSTRIAL PARK  
TO THE  
PRECINCT 4  
JEFFERSON COUNTY  
ASSISTANCE DISTRICT

**Faust**  
ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EAST EX FWY. STE. O \* BEAUMONT, TEXAS 77702 \* (409) 813-3410  
ENGINEERING FIRM NO. 4800 \* SURVEYING FIRM NO. 100024-00

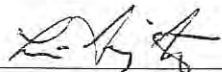
CERTIFICATE OF AUTHORITY

I, the undersigned officer of Fabricon International, Inc. (the "Company"), hereby certify that:

1. The Company is the general partner of NA;
2. Lonnie Arrington is the President of the Company;
3. in such capacity, he is authorized to execute any and all documents in connection with the annexation of land into Jefferson County Assistance District No. 4 (the "District"), including, specifically, the Petition for Addition of Certain Land into the District and any certificates needed by Jefferson County (the "Annexation Documents");
4. such execution of the Annexation Documents is duly authorized by the Company's organizational documents and by the agreement of Fabricon International, Inc., and such authorizations remained valid as of the date on which the Annexation Documents were executed.

WITNESS MY HAND, this the 10<sup>th</sup> day of March, ~~2021~~ 2022.

(PETITIONER)

By: 

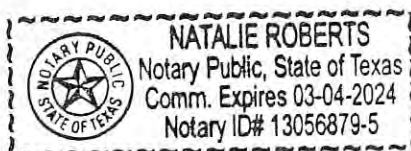
THE STATE OF TEXAS                   §


§

COUNTY OF JEFFERSON               §

This instrument was acknowledged before me on the 10 day of March, 2022, by Lonnie Arrington, President of Fabricon International Inc., on behalf of said Company.

(NOTARY SEAL)





Notary Public, State of Texas

# **CUST-O-FAB LLC**

PETITION FOR ADDITION OF CERTAIN LAND TO  
JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4

§

THE STATE OF TEXAS                   §

COUNTY OF JEFFERSON               §

TO: THE BOARD OF DIRECTORS OF JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4:

CUST-O-FAB LLC, (the "Petitioner"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly Section 387.003 (i), petitions this Honorable Board to add the land described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes, to JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The land sought to be added to the District lies entirely within Jefferson County, Texas, and is accurately described in Exhibit A (the "Land").

Section 2: The Petitioner holds a fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of the Jefferson county Appraisal District.

Section 3: All of the Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government code as amended) of the City of Beaumont, Texas. No part of the land is within the limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the roads and other Improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and acknowledges that the District levies a one percent (1%) sales tax.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land except.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Jefferson County, Texas.

RESPECTFULLY SUBMITTED on March 10, 2022.

(PETITIONER),



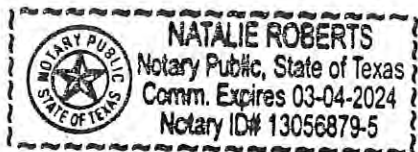
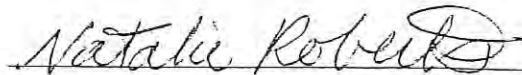
THE STATE OF TEXAS §

§

COUNTY OF JEFFERSON §

This instrument was acknowledged before me this 10 day of March, 2022, by Darryl Stach, General Manager of CUST-O-FAB LLC, on behalf of said Company.

(NOTARY SEAL)

Notary Public, State of Texas

Attachment:

Exhibit A – Description of Land

# EXHIBIT A

Bounds Description of Jefferson County Assistance District No. 4 (Garth Industrial Park)

## ***FAUST Engineering and Surveying, Inc.***

Professional Engineers and Professional Surveyors  
E-MAIL ADDRESS INFO@FAUSTENG.COM  
5550 Eastex Freeway, Suite O  
Beaumont, Texas 77708  
Surveying Firm Registration No. 100024-00  
Engineering Firm Registration No. 4800

Telephone (409) 813-3410  
Fax (409) 813-3484

### ***BOUNDS DESCRIPTION FOR JEFFERSON COUNTY PRECINCT 4 ASSISTANCE DISTRICT JEFFERSON COUNTY, TEXAS***

A tract being all of Lots 1 through 10 of Garth Industrial Park a subdivision in Jefferson County, Texas and recorded in Volume 11, Page 72, of the Map Records of Jefferson County, Texas;

**BEGINNING** at the northeasterly corner of Lot 10 of said Garth Industrial Park; said point being on the southeast right-of-way line of State Highway 124;

**THENCE** southeasterly (called South 47°58" East) along the northeasterly line of Lots 10 and 9, to the southeast corner of said Lot 9 (called 900 feet) and an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of said Lot 9, to the northeasterly corner of Lot 8 (called 100 feet) to an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southeasterly (called South 47°58' East) along the northeasterly line of Lot 8 (called 1000 feet) to the southeasterly corner of Lot 8 and the southeasterly corner of Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of Lots 8, 7, 6, and 5 (called 1818.11 feet) to an angle point for the southerly corner of Lot 5 and the southerly corner of Garth Industrial Park;

**THENCE** northwesterly (called North 89°54" West) along the south line of Lots 5 and 4 to an angle point (called 783.34 feet) for an angle point in the west line of Lot 4 and an angle point in the west line of Garth Industrial Park;

**THENCE** northeasterly (called North 00°07'20" East) along the west line of Lots 4 and 2-A (called 1345.15 feet) to an angle point for the northwest corner of Lot 2-A and an angle point in the west line of Garth Industrial Park;

## Legal Description

**THENCE** northeasterly (called North 42°08' East) along the northwest line of Lots 2-A and Lot 2, (called 580.48 feet) to an angle point in the northwest line of Lot 2 and Garth Industrial Park;

**THENCE** northwesterly (called North 47°58' West) along the northwest line of Lots 2 and 1 (called 419.80 feet) to the northwest corner of Lot 1 on the southeast line of State Highway 124;

**THENCE** northeasterly (called North 42°02' East) along the southeast right-of-way line of State Highway 124 and the northwest line of Lot 1, Commercial Drive, and Lot 10, (called 860 feet) to the **POINT OF BEGINNING**.

This document was prepared under 22 TAC X663.21, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property, except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782





GARTH INDUSTRIAL PARK  
TO THE  
PRECINCT 4  
JEFFERSON COUNTY  
ASSISTANCE DISTRICT

**Faust**  
ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EASTEX FWY STE. O • BEAUMONT, TEXAS 77702 • (409) 813-3410  
ENGINEERING FIRM NO. 4800 • SURVEYING FIRM NO. 100024-00

CERTIFICATE OF AUTHORITY

I, the undersigned officer of CUST-O-FAB LLC, (the "Company"), hereby certify that:

1. The Company is the general partner of N/A;
2. Darryl Stach, is the General Manager of the Company;
3. in such capacity, he is authorized to execute any and all documents in connection with the annexation of land into Jefferson County Assistance District No. 4 (the "District"), including, specifically, the Petition for Addition of Certain Land into the District and any certificates needed by Jefferson County (the "Annexation Documents");
4. such execution of the Annexation Documents is duly authorized by the Company's organizational documents and by the agreement of CUST-O-FAB LLC, and such authorizations remained valid as of the date on which the Annexation Documents were executed.

WITNESS MY HAND, this the 10<sup>th</sup> day of March, 2022.

(PETITIONER)

By: \_\_\_\_\_

THE STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

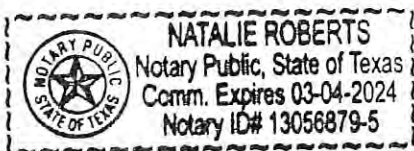
§

This instrument was acknowledged before me on the 10 day of March, 2022, by Darryl Stach, General Manager of CUST-O-FAB LLC, on behalf of said Company.

(NOTARY SEAL)

Natalie Roberts

Notary Public, State of Texas



# Coastal Ready Mix

PETITION FOR ADDITION OF CERTAIN LAND TO  
JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4

§

THE STATE OF TEXAS                    §

COUNTY OF JEFFERSON                §

TO: THE BOARD OF DIRECTORS OF JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4:

Coastal Ready Mix, (the "Petitioner"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly Section 387.003 (i), petitions this Honorable Board to add the land described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes, to JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The land sought to be added to the District lies entirely within Jefferson County, Texas, and is accurately described in Exhibit A (the "Land").

Section 2: The Petitioner holds a fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of the Jefferson county Appraisal District.

Section 3: All of the Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government code as amended) of the City of Beaumont, Texas. No part of the land is within the limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the roads and other Improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and acknowledges that the District levies a one percent (1%) sales tax.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land except.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Jefferson County, Texas.

RESPECTFULLY SUBMITTED on 3/10/, 2022

(PETITIONER)

*[Signature]*  
Gary Whitman

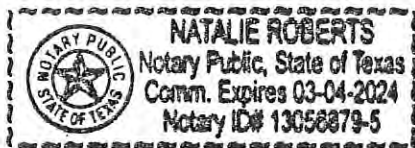
THE STATE OF TEXAS §

§

COUNTY OF JEFFERSON §

This instrument was acknowledged before me this 10 day of March, 2022, by Gary Whitman, Owner of Coastal Ready Mix, on behalf of said Company.

(NOTARY SEAL)



*[Signature]*

Notary Public, State of Texas

Attachment:

Exhibit A – Description of Land

# EXHIBIT A

Bounds Description of Jefferson County Assistance District No. 4 (Garth Industrial Park)

## ***FAUST Engineering and Surveying, Inc.***

Professional Engineers and Professional Surveyors  
E-MAIL ADDRESS INFO@FAUSTENG.COM  
5550 Eastex Freeway, Suite O  
Beaumont, Texas 77708  
Surveying Firm Registration No. 100024-00  
Engineering Firm Registration No. 4800

Telephone (409) 813-3410  
Fax (409) 813-3484

### ***BOUNDS DESCRIPTION FOR JEFFERSON COUNTY PRECINCT 4 ASSISTANCE DISTRICT JEFFERSON COUNTY, TEXAS***

A tract being all of Lots 1 through 10 of Garth Industrial Park a subdivision in Jefferson County, Texas and recorded in Volume 11, Page 72, of the Map Records of Jefferson County, Texas;

**BEGINNING** at the northeasterly corner of Lot 10 of said Garth Industrial Park; said point being on the southeast right-of-way line of State Highway 124;

**THENCE** southeasterly (called South 47°58" East) along the northeasterly line of Lots 10 and 9, to the southeast corner of said Lot 9 (called 900 feet) and an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of said Lot 9, to the northeasterly corner of Lot 8 (called 100 feet) to an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southeasterly (called South 47°58' East) along the northeasterly line of Lot 8 (called 1000 feet) to the southeasterly corner of Lot 8 and the southeasterly corner of Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of Lots 8, 7, 6, and 5 (called 1818.11 feet) to an angle point for the southerly corner of Lot 5 and the southerly corner of Garth Industrial Park;

**THENCE** northwesterly (called North 89°54" West) along the south line of Lots 5 and 4 to an angle point (called 783.34 feet) for an angle point in the west line of Lot 4 and an angle point in the west line of Garth Industrial Park;

**THENCE** northeasterly (called North 00°07'20" East) along the west line of Lots 4 and 2-A (called 1345.15 feet) to an angle point for the northwest corner of Lot 2-A and an angle point in the west line of Garth Industrial Park;

## Legal Description

**THENCE** northeasterly (called North 42°08' East) along the northwest line of Lots 2-A and Lot 2, (called 580.48 feet) to an angle point in the northwest line of Lot 2 and Garth Industrial Park;

**THENCE** northwesterly (called North 47°58' West) along the northwest line of Lots 2 and 1 (called 419.80 feet) to the northwest corner of Lot 1 on the southeast line of State Highway 124;

**THENCE** northeasterly (called North 42°02' East) along the southeast right-of-way line of State Highway 124 and the northwest line of Lot 1, Commercial Drive, and Lot 10, (called 860 feet) to the **POINT OF BEGINNING**.

This document was prepared under 22 TAC X663.21, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property, except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782





GARTH INDUSTRIAL PARK  
TO THE  
PRECINCT 4  
JEFFERSON COUNTY  
ASSISTANCE DISTRICT

**Faust**  
ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EASTEX FWY. STE. O • BEAUMONT, TEXAS 77702 • (409) 813-3410  
ENGINEERING FIRM NO. 4800 • SURVEYING FIRM NO. 100024-00

CERTIFICATE OF AUTHORITY

I, the undersigned officer of Coastal Ready Mix, (the "Company"), hereby certify that:

1. The Company is the general partner of N/A;
2. Gary Whitman, is the Owner of the Company;
3. in such capacity, he is authorized to execute any and all documents in connection with the annexation of land into Jefferson County Assistance District No. 4 (the "District"), including, specifically, the Petition for Addition of Certain Land into the District and any certificates needed by Jefferson County (the "Annexation Documents");
4. such execution of the Annexation Documents is duly authorized by the Company's organizational documents and by the agreement of Coastal Ready Mix, and such authorizations remained valid as of the date on which the Annexation Documents were executed.

WITNESS MY HAND, this the 10<sup>th</sup> day of March, 2021,

(PETITIONER)

By: \_\_\_\_\_

*Gary Whitman*

THE STATE OF TEXAS                   §

§

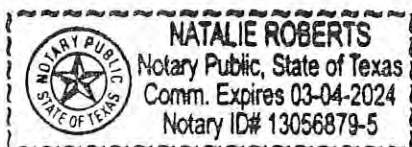
COUNTY OF JEFFERSON               §

This instrument was acknowledged before me on the 10 day of March, 2021, by Gary Whitman, Owner of Coastal Ready Mix, on behalf of said Company.

(NOTARY SEAL)

*Natalie Roberts*

Notary Public, State of Texas



# **Chaparral Industrial Services**

PETITION FOR ADDITION OF CERTAIN LAND TO  
JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4

§

THE STATE OF TEXAS                    §

COUNTY OF JEFFERSON                §

TO: THE BOARD OF DIRECTORS OF JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4:

Chaparral Industrial Services, (the "Petitioner"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly Section 387.003 (i), petitions this Honorable Board to add the land described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes, to JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The land sought to be added to the District lies entirely within Jefferson County, Texas, and is accurately described in Exhibit A (the "Land").

Section 2: The Petitioner holds a fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of the Jefferson county Appraisal District.

Section 3: All of the Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government code as amended) of the City of Beaumont, Texas. No part of the land is within the limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the roads and other Improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and acknowledges that the District levies a one percent (1%) sales tax.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land except.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Jefferson County, Texas.

RESPECTFULLY SUBMITTED on 3-16, 2022.

(PETITIONER),

J E Hebert

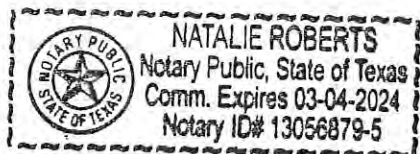
THE STATE OF TEXAS §

§

COUNTY OF JEFFERSON §

This instrument was acknowledged before me this 16<sup>th</sup> day of March, 2022, by James E. Hebert, Vice President of Chaparral Industrial Services, on behalf of said Company.

(NOTARY SEAL)



Natalie Roberts

Notary Public, State of Texas

Attachment:

Exhibit A – Description of Land

# EXHIBIT A

Bounds Description of Jefferson County Assistance District No. 4 (Garth Industrial Park)

## ***FAUST Engineering and Surveying, Inc.***

Professional Engineers and Professional Surveyors  
E-MAIL ADDRESS INFO@FAUSTENG.COM  
5550 Eastex Freeway, Suite O  
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Surveying Firm Registration No. 100024-00  
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Telephone (409) 813-3410  
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### ***BOUNDS DESCRIPTION FOR JEFFERSON COUNTY PRECINCT 4 ASSISTANCE DISTRICT JEFFERSON COUNTY, TEXAS***

A tract being all of Lots 1 through 10 of Garth Industrial Park a subdivision in Jefferson County, Texas and recorded in Volume 11, Page 72, of the Map Records of Jefferson County, Texas;

**BEGINNING** at the northeasterly corner of Lot 10 of said Garth Industrial Park; said point being on the southeast right-of-way line of State Highway 124;

**THENCE** southeasterly (called South 47°58" East) along the northeasterly line of Lots 10 and 9, to the southeast corner of said Lot 9 (called 900 feet) and an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of said Lot 9, to the northeasterly corner of Lot 8 (called 100 feet) to an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southeasterly (called South 47°58' East) along the northeasterly line of Lot 8 (called 1000 feet) to the southeasterly corner of Lot 8 and the southeasterly corner of Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of Lots 8, 7, 6, and 5 (called 1818.11 feet) to an angle point for the southerly corner of Lot 5 and the southerly corner of Garth Industrial Park;

**THENCE** northwesterly (called North 89°54" West) along the south line of Lots 5 and 4 to an angle point (called 783.34 feet) for an angle point in the west line of Lot 4 and an angle point in the west line of Garth Industrial Park;

**THENCE** northeasterly (called North 00°07'20" East) along the west line of Lots 4 and 2-A (called 1345.15 feet) to an angle point for the northwest corner of Lot 2-A and an angle point in the west line of Garth Industrial Park;

## Legal Description

**THENCE** northeasterly (called North 42°08' East) along the northwest line of Lots 2-A and Lot 2, (called 580.48 feet) to an angle point in the northwest line of Lot 2 and Garth Industrial Park;

**THENCE** northwesterly (called North 47°58' West) along the northwest line of Lots 2 and 1 (called 419.80 feet) to the northwest corner of Lot 1 on the southeast line of State Highway 124;

**THENCE** northeasterly (called North 42°02' East) along the southeast right-of-way line of State Highway 124 and the northwest line of Lot 1, Commercial Drive, and Lot 10, (called 860 feet) to the **POINT OF BEGINNING**.

This document was prepared under 22 TAC X663.21, does not reflect the results of an on-the-ground survey, and is not to be used to convey or establish interests in real property, except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782





GARTH INDUSTRIAL PARK  
TO THE  
PRECINCT 4  
JEFFERSON COUNTY  
ASSISTANCE DISTRICT

**Faust**  
ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EASTEX FWY. STE. O • BEAUMONT, TEXAS 77702 • (409) 813-3410  
ENGINEERING FIRM NO. 4800 • SURVEYING FIRM NO. 100024-00

CERTIFICATE OF AUTHORITY

I, the undersigned officer of Chaparral Industrial Services, (the "Company"), hereby certify that:

1. The Company is the general partner of NA;
2. James E. Hebert, is the Vice President of the Company;
3. in such capacity, he is authorized to execute any and all documents in connection with the annexation of land into Jefferson County Assistance District No. 4 (the "District"), including, specifically, the Petition for Addition of Certain Land into the District and any certificates needed by Jefferson County (the "Annexation Documents");
4. such execution of the Annexation Documents is duly authorized by the Company's organizational documents and by the agreement of Chaparral Industrial Services, and such authorizations remained valid as of the date on which the Annexation Documents were executed.

WITNESS MY HAND, this the 16 day of March, 2022.

(PETITIONER)

By: J E Hebert

THE STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

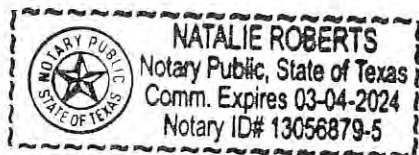
§

This instrument was acknowledged before me on the 16th day of March, 2022, by James E. Hebert, Vice President of Chaparral Industrial Services, on behalf of said Company.

(NOTARY SEAL)

Natalie Roberts

Notary Public, State of Texas



**Tim Neff Towing**  
**Db**  
**TNT Wrecker**  
**Service**

PETITION FOR ADDITION OF CERTAIN LAND TO  
JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4

§

THE STATE OF TEXAS                    §

COUNTY OF JEFFERSON                §

TO: THE BOARD OF DIRECTORS OF JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4:

Tim Neff Towing dba TNT Wrecker Service, (the "Petitioner"), acting pursuant to the provisions of Chapter 387, Texas Local Government Code, particularly Section 387.003 (i), petitions this Honorable Board to add the land described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein for all purposes, to JEFFERSON COUNTY ASSISTANCE DISTRICT NO. 4 (the "District"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

Section 1: The land sought to be added to the District lies entirely within Jefferson County, Texas, and is accurately described in Exhibit A (the "Land").

Section 2: The Petitioner holds a fee simple title to and full ownership of all the Land, as shown on the appraisal rolls of the Jefferson county Appraisal District.

Section 3: All of the Land is within the extraterritorial jurisdiction (as such term is defined in Chapter 42, Texas Local Government code as amended) of the City of Beaumont, Texas. No part of the land is within the limits of any incorporated city, town, or village.

Section 4: The addition of the Land to the District is feasible and practical and will be to the advantage of and a benefit to the District and the roads and other Improvements of the District are sufficient or will be sufficient to supply the added Land without injuring the land already within the District.

Section 5: The Petitioner acknowledges, consents to, and affirmatively requests the assumption by the Land, and all improvements thereon presently existing or to be constructed hereafter, of a pro rata share of all present and future obligations of the District, and acknowledges that the District levies a one percent (1%) sales tax.

Section 6: The Petitioner hereby certifies that there are no qualified voters residing on the Land.

Section 7: The Petitioner hereby certifies that there are no holders of liens on the Land except.

WHEREFORE, the Petitioner prays that this Petition be granted; that the Land be added to and become a part of the District; and that this Petition, if granted, be filed for record and be recorded in the Official Public Records of Jefferson County, Texas.

RESPECTFULLY SUBMITTED on 03/10/2022, 2022.

(PETITIONER),

Thomas Neff  
TNT

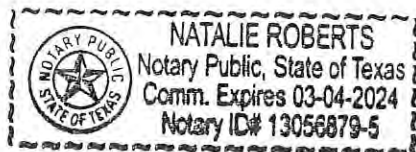
THE STATE OF TEXAS §

§

COUNTY OF JEFFERSON §

This instrument was acknowledged before me this THURSDAY day of MARCH 10, 2022, by Thomas Neff, Owner of Tim Neff Towing dba TNT Wrecker Service, on behalf of said Company.

(NOTARY SEAL)



Natalie Roberts

Notary Public, State of Texas

Attachment:

Exhibit A – Description of Land

# EXHIBIT A

Bounds Description of Jefferson County Assistance District No. 4 (Garth Industrial Park)

## ***FAUST Engineering and Surveying, Inc.***

Professional Engineers and Professional Surveyors  
E-MAIL ADDRESS INFO@FAUSTENG.COM  
5550 Eastex Freeway, Suite O  
Beaumont, Texas 77708  
Surveying Firm Registration No. 100024-00  
Engineering Firm Registration No. 4800

Telephone (409) 813-3410  
Fax (409) 813-3484

### ***BOUNDS DESCRIPTION FOR JEFFERSON COUNTY PRECINCT 4 ASSISTANCE DISTRICT JEFFERSON COUNTY, TEXAS***

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**BEGINNING** at the northeasterly corner of Lot 10 of said Garth Industrial Park; said point being on the southeast right-of-way line of State Highway 124;

**THENCE** southeasterly (called South 47°58" East) along the northeasterly line of Lots 10 and 9, to the southeast corner of said Lot 9 (called 900 feet) and an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of said Lot 9, to the northeasterly corner of Lot 8 (called 100 feet) to an angle point in the easterly line of said Garth Industrial Park;

**THENCE** southeasterly (called South 47°58' East) along the northeasterly line of Lot 8 (called 1000 feet) to the southeasterly corner of Lot 8 and the southeasterly corner of Garth Industrial Park;

**THENCE** southwesterly (called South 42°02' West) along the southerly line of Lots 8, 7, 6, and 5 (called 1818.11 feet) to an angle point for the southerly corner of Lot 5 and the southerly corner of Garth Industrial Park;

**THENCE** northwesterly (called North 89°54" West) along the south line of Lots 5 and 4 to an angle point (called 783.34 feet) for an angle point in the west line of Lot 4 and an angle point in the west line of Garth Industrial Park;

**THENCE** northeasterly (called North 00°07'20" East) along the west line of Lots 4 and 2-A (called 1345.15 feet) to an angle point for the northwest corner of Lot 2-A and an angle point in the west line of Garth Industrial Park;

## Legal Description

**THENCE** northeasterly (called North 42°08' East) along the northwest line of Lots 2-A and Lot 2, (called 580.48 feet) to an angle point in the northwest line of Lot 2 and Garth Industrial Park;

**THENCE** northwesterly (called North 47°58' West) along the northwest line of Lots 2 and 1 (called 419.80 feet) to the northwest corner of Lot 1 on the southeast line of State Highway 124;

**THENCE** northeasterly (called North 42°02' East) along the southeast right-of-way line of State Highway 124 and the northwest line of Lot 1, Commercial Drive, and Lot 10, (called 860 feet) to the **POINT OF BEGINNING**.

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Richard F. Faust, P.E.  
Registered Professional Land Surveyor No. 4782





GARTH INDUSTRIAL PARK  
TO THE  
PRECINCT 4  
JEFFERSON COUNTY  
ASSISTANCE DISTRICT

**Faust**  
ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EASTEX FWY, STE. O • BEAUMONT, TEXAS 77702 • (409) 813-3410  
ENGINEERING FIRM NO. 4800 • SURVEYING FIRM NO. 100024-00

CERTIFICATE OF AUTHORITY

I, the undersigned officer of Tim Neff Towing dba TNT Wrecker Service, (the "Company"), hereby certify that:

1. The Company is the general partner of N/A;
2. Thomas Neff, is the Owner of the Company;
3. in such capacity, he is authorized to execute any and all documents in connection with the annexation of land into Jefferson County Assistance District No. 4 (the "District"), including, specifically, the Petition for Addition of Certain Land into the District and any certificates needed by Jefferson County (the "Annexation Documents");
4. such execution of the Annexation Documents is duly authorized by the Company's organizational documents and by the agreement of Tim Neff Towing dba TNT Wrecker Service, and such authorizations remained valid as of the date on which the Annexation Documents were executed.

WITNESS MY HAND, this the 10 day of MARCH, 2022.

(PETITIONER)

By: \_\_\_\_\_

*Thomas Neff Jr*

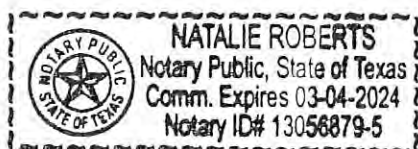
THE STATE OF TEXAS                   §

§

COUNTY OF JEFFERSON               §

This instrument was acknowledged before me on the 10 day of MARCH, 2022, by Thomas Neff, Owner of Tim Neff Towing dba TNT Wrecker Service, on behalf of said Company.

(NOTARY SEAL)



*Natalie Roberts*

Notary Public, State of Texas

## TEXAS HISTORICAL COMMISSION

**ANTIQUITIES PERMIT APPLICATION****Historic Buildings and Structures****GENERAL PROJECT INFORMATION**

Please complete the following. See detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures, for additional information.

<b>1. Property Name and Location</b>			
NAME OF STATE ANTIQUITIES LANDMARK Jefferson County Courthouse			
ADDRESS 1149 Pearl Street	CITY Beaumont	COUNTY Jefferson	ZIP CODE 77701

<b>2. Project Name</b>
NAME OR BRIEF DESCRIPTION OF PROJECT WORK installation of tv in 58th District Courtroom on second floor

<b>3. Applicant (Owner or Controlling Agency)</b>			
OWNER/AGENCY Jefferson County, Texas	REPRESENTATIVE Jeff Branick, County Judge	TITLE	
ADDRESS 1149 Pearl Street, Fourth Floor	CITY Beaumont	STATE Texas	ZIP CODE 77701
PHONE 409-835-8466	EMAIL jbranick@co.jefferson.tx.us		

<b>4. Architect or Other Project Professional</b>			
NAME/FIRM Greg Keller	REPRESENTATIVE	TITLE Director of Maintenance	
ADDRESS 1149 Pearl Street, Basement	CITY Beaumont	STATE Texas	ZIP CODE 77701
PHONE 409-835-8511	EMAIL gkeller@co.jefferson.tx.us		

<b>5. Construction Period</b>	
PROJECT START DATE 9/1/2022	PROJECT END DATE 9/30/2022

**PERMIT CATEGORY**

Please select the category that best describes the proposed work. (Pick one.)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Preservation   | <input type="checkbox"/> Reconstruction              | <input type="checkbox"/> Relocation                  |
| <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> Architectural Investigation | <input type="checkbox"/> Demolition                  |
| <input type="checkbox"/> Restoration    | <input type="checkbox"/> Hazard Abatement            | <input checked="" type="checkbox"/> New Construction |

**ATTACHMENTS**

For all projects, please attach the following:

- ☒ Written description of the proposed project;
- ☒ Project documents (plans, specifications, etc.); and
- ☒ Photographs of the property showing areas of proposed work.

Application reports may be required based on the project work or at the request of Texas Historical Commission staff. Please indicate if the following are provided with your application:

- |  |  |
|--|--|
| <input type="checkbox"/> Historic Structure Report | <input type="checkbox"/> Architectural Documentation |
| <input type="checkbox"/> Historical Documentation  | <input type="checkbox"/> Archeological Documentation |

## Antiquities Permit Application for Historic Buildings and Structures, Continued

PROPERTY NAME: Jefferson County Courthouse

COUNTY: Jefferson

**CERTIFICATIONS**

The applicant and project professional must complete, sign, and date the following certifications. The Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties are available through links from the Antiquities Permits page on our website at [www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits](http://www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits). Standard permit terms and conditions are listed in the detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures. Special conditions may also be included in a permit. Please contact Texas Historical Commission staff with any questions regarding the Rules, our procedures, and permit requirements prior to signing and submitting a permit application.

**Applicant's Certification**

I, JEFFERIL BILANICK, COUNTY JUDGE  
JEFFERSON COUNTY, as legal representative of the Applicant,  
do certify that I have reviewed and approved the plans  
and specifications for this project. Furthermore, I understand that failure to conduct the project according to the  
approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature

Date

09/06/2022**Project Professional's Certification**

I, Bry Kellen, as legal representative of the Firm,  
do certify that I am familiar with the Texas Historical  
Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of  
Historic Properties. Furthermore, I understand that submission of a completion report is required for all Historic  
Buildings and Structures Permits. Furthermore, I understand that failure to conduct the project according to the  
Rules, Standards, approved contract documents, and the terms of this permit may result in cancellation of the  
permit.

Signature

Date

9/6/2022**SUBMISSION**

Please submit the completed permit application in hard copy with original signatures to the mailing or physical address below, or electronically with scanned signatures to [hspemmit@thc.texas.gov](mailto:hspemmit@thc.texas.gov). Attachments, including plans and photographs, must be sent to the mailing address below or delivered to 108 West 16th St., Second Floor, Austin, TX 78701.

Texas Historical Commission  
Division of Architecture  
P.O. Box 12276  
Austin, TX 78711-2276  
512.463.6094  
fax 512.463.6095  
[architecture@thc.texas.gov](mailto:architecture@thc.texas.gov)



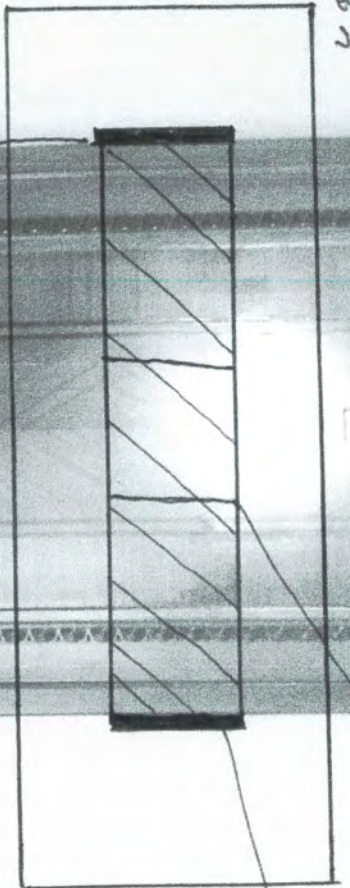
**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*

[www.thc.texas.gov](http://www.thc.texas.gov)

No screws or nails  
will be used on  
Face of  
woodwork

Sound Board

HDMI cables to be  
tucked in between  
Sound Board & Trim




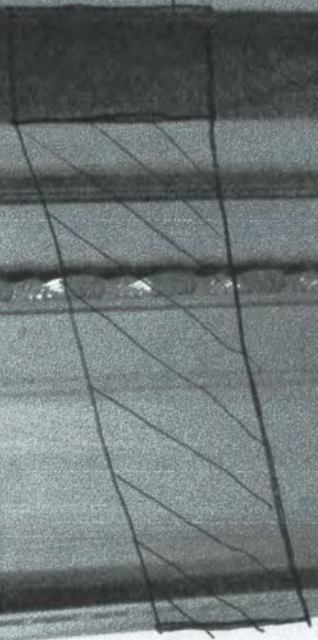
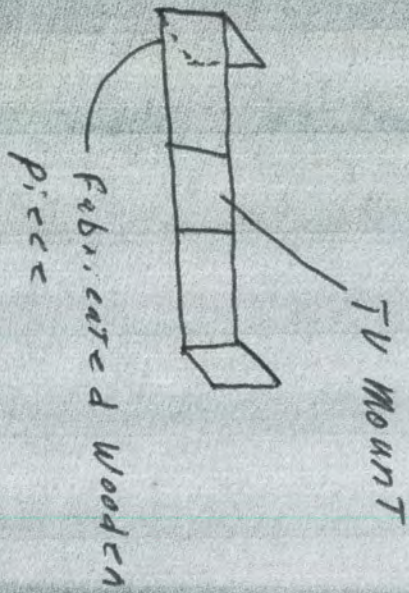
TV Mount Attached to  
Fabricated Piece

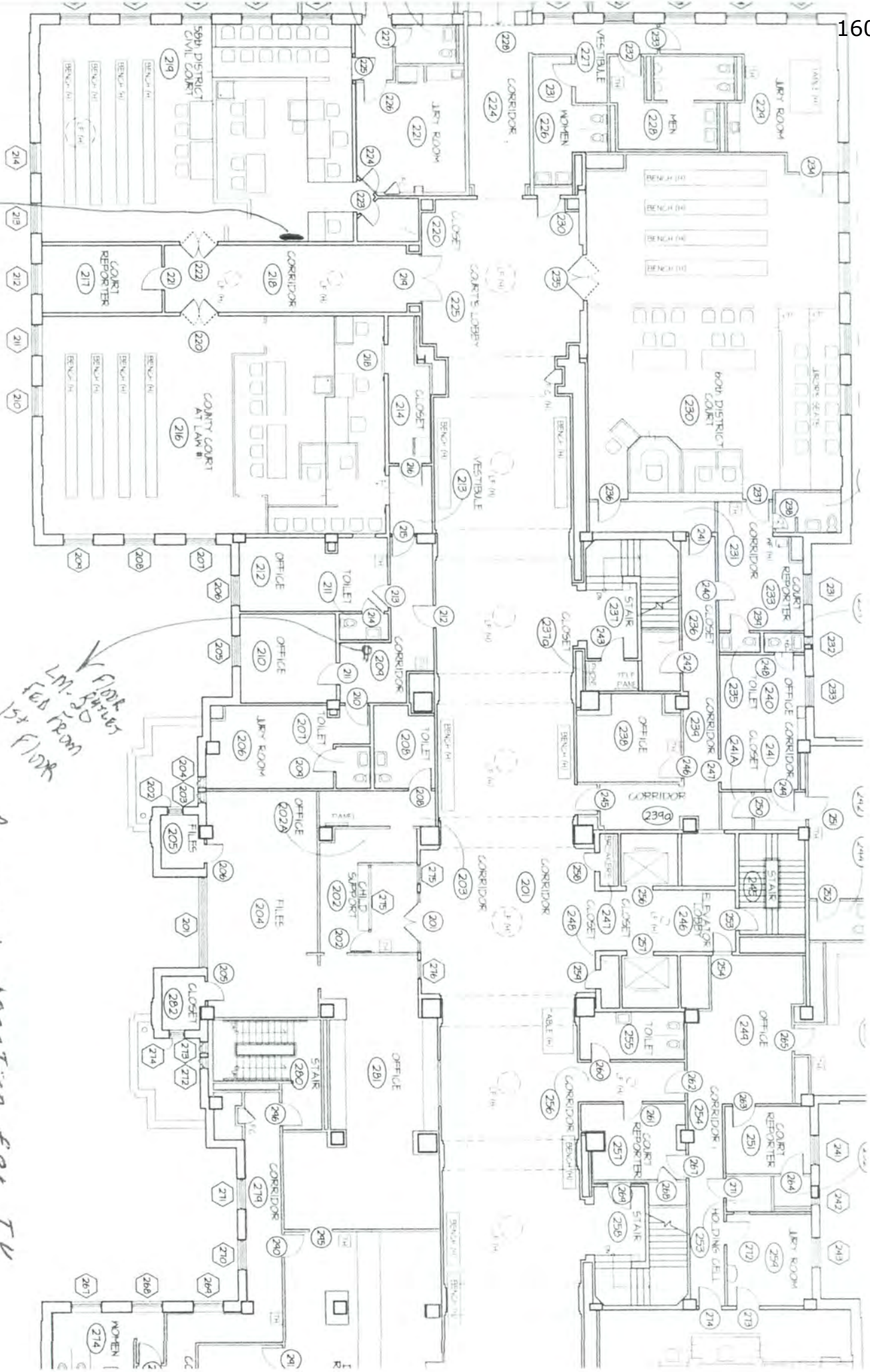
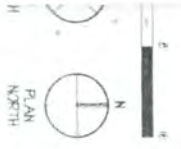
Attached to Sides  
instead of Front

Sound Board



Wood  would be  
attached to sides





Location for New TV

1st Floor  
2nd Floor  
3rd Floor  
4th Floor  
5th Floor  
6th Floor  
7th Floor  
8th Floor  
9th Floor  
10th Floor  
11th Floor  
12th Floor  
13th Floor  
14th Floor  
15th Floor  
16th Floor  
17th Floor  
18th Floor  
19th Floor  
20th Floor  
21st Floor  
22nd Floor  
23rd Floor  
24th Floor  
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82nd Floor  
83rd Floor  
84th Floor  
85th Floor  
86th Floor  
87th Floor  
88th Floor  
89th Floor  
90th Floor  
91st Floor  
92nd Floor  
93rd Floor  
94th Floor  
95th Floor  
96th Floor  
97th Floor  
98th Floor  
99th Floor  
100th Floor

Proposed location for TV  
in 58<sup>th</sup> District Civil Courtroom



August 29, 2022

PEPE DOMINGUEZ  
JEFFERSON COUNTY ENGINEERING  
1149 PEARL 5TH FL  
BEAUMONT TX 77701

ETJ plat

Dear Mr. Dominguez:

Please see the enclosed Plat of Pine Island Estates, Phase 3. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at [adina.josey@beaumonttexas.gov](mailto:adina.josey@beaumonttexas.gov).

Thank you,

A handwritten signature in black ink that reads "Adina Josey". The signature is written in a cursive, flowing style.

Adina Josey  
Senior Planner

PLANNING & COMMUNITY DEVELOPMENT

T 409.880.3100

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

[beaumonttexas.gov](http://beaumonttexas.gov)



SHT. 1 OF 2

Field Note Description:

BEING a 36.883 acre tract of land lying in the HOUSTON TAP AND BRAZORIA RAILROAD COMPANY SURVEY, Section 5, Abstract No. 140 in Jefferson County, Texas, being out of and a portion of the remainder of that certain 565.25 acre tract of land described in an instrument to Michael D. & Lisa Doguet of record in County Clerk's File No. 2014003244 of the Official Public Records of Jefferson County, Texas, said 36.883 acres of land being more particularly described as follows:

BEGINNING at a 1/2" Capped Iron Rod found having Texas State Plane Coordinate values of N: 13,954,169.66' and E: 3,467,030.84' marking the Northwest corner of Ponderosa Trail (a called 80' wide public roadway), the Southwest corner of that certain Lot 15, Block 3 of Pine Island Estates, Phase 2 of record in County Clerk's File No. 2016038035 of the said Official Public Records, the East line of the remainder of said 565.25 acre tract and being a point on the East line of the herein described tract;

THENCE S 29°56'02" E along and with the West line of said Pine Island Estates, Phase 2, the West line of said Ponderosa Trail, the West line of Lot 22, Block 5 of said Pine Island Estates, Phase 2, the East line of the remainder of said 565.25 acre tract and with the East line of the herein described tract for a distance of 194.42 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking the Southeast corner of the herein described tract;

THENCE S 70°46'08" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 305.04 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 29°57'49" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 226.53 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 60°02'11" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 60.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 29°57'49" E, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 46.78 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 60°02'11" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 300.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 29°57'49" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 36.78 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 47°57'52" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 328.60 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 02°45'17" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 54.33 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 42°47'18" E, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 41.05 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 52°24'04" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 50.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 43°35'47" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 120.11 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 70°23'10" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 266.47 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 05°50'47" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 534.37 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 74°27'10" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 187.09 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 02°45'17" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 295.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 87°14'43" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 60.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 02°45'17" E, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 295.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 87°14'43" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 571.43 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking the Southwest corner of the herein described tract;

THENCE N 02°45'17" W, over and across the remainder of said 565.25 acre tract and with the West line of the herein described tract for a distance of 385.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the West line of the herein described tract;

THENCE N 87°14'43" E, over and across the remainder of said 565.25 acre tract and with the West line of the herein described tract for a distance of 8.67 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the West line of the herein described tract;

THENCE N 01°27'11" W, over and across the remainder of said 565.25 acre tract and with the West line of the herein described tract for a distance of 338.24 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking the South line of the JAMES GERISH, SR. SURVEY, Abstract No. 24 in Jefferson County, Texas, the South line of that certain 284.145 acre tract of land described in an instrument to Crossfire Farms, Inc. of record in County Clerk's File No. 2007030994 of the said Official Public Records, the South line of that certain 3.485 acre tract of land described in an instrument to Jefferson County Drainage Ditch No. 6 designated as a drainage easement of record in County Clerk's File No. 2002005467 of the said Official Public Records, the North line of said HOUSTON TAP AND BRAZORIA RAILROAD COMPANY SURVEY, Section 5, Abstract No. 140, the North line of said 565.25 acre tract and being the Northwest corner of the herein described tract;

THENCE N 87°14'46" E along and with the South line of said JAMES GERISH, SR. SURVEY, Abstract No. 24 in Jefferson County, Texas, the South line of said 284.145 acre tract, the South line of said 3.485 acre tract, the North line of said HOUSTON TAP AND BRAZORIA RAILROAD COMPANY SURVEY, Section 5, Abstract No. 140, the North line of said 565.25 acre tract and with the North line of the herein described tract for a distance of 1,412.29 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking the Northwest corner of that certain 12.015 acre tract of land described in an instrument to Brent W. Dyson, a married man of record in County Clerk's File No. 2018033501 of the said Official Public Records, the Northeast corner of the remainder of said 565.25 acre tract and being the Northeast corner of the herein described tract;

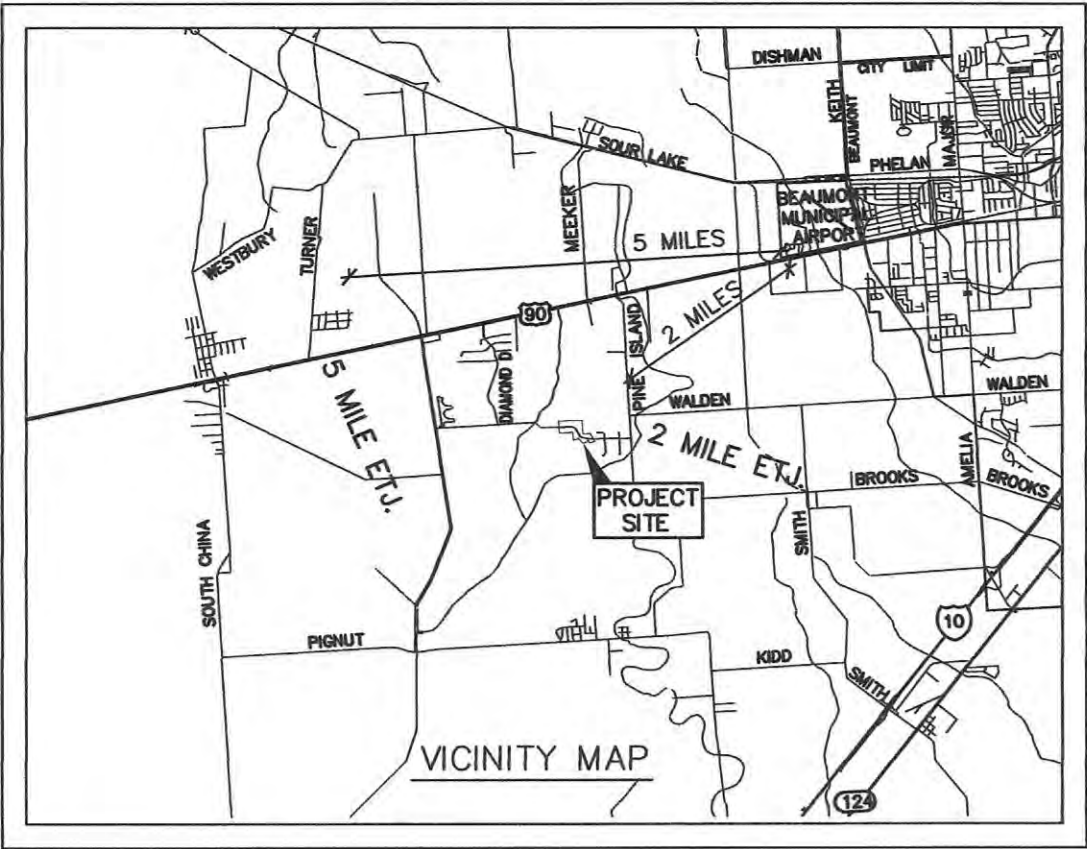
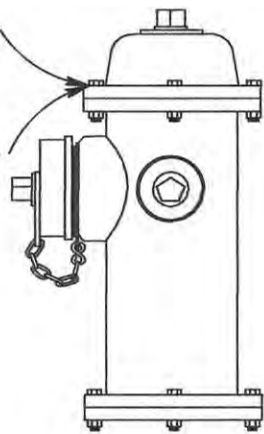
THENCE S 03°34'56" E along and with the West line of said 12.015 acre tract, the East line of the remainder of said 565.25 acre tract and with the East line of the herein described tract for a distance of 644.67 feet to a 1/2" Capped Iron Rod found "F&S 409 832-7238" marking the Southwest corner of said 12.015 acre tract, an angle point on the East line of the remainder of said 565.25 acre tract and being an angle point on the East line of the herein described tract;

THENCE N 87°14'23" E along and with the South line of said 12.015 acre tract, the East line of the remainder of said 565.25 acre tract and with the East line of the herein described tract for a distance of 441.27 feet to a 1/2" Capped Iron Rod found "F&S 409 832-7238" marking the Southwest corner of Lot 14, Block 3 of said Pine Island Estates, Phase 2, Northwest corner of said Lot 15, Block 3 of said Pine Island Estates, Phase 2, an angle point on the East line of the remainder of said 565.25 acre tract and being an angle point on the East line of the herein described tract;

THENCE S 29°56'02" E along and with the West line of said Lot 15, Block 3 of said Pine Island Estates, Phase 2, the East line of the remainder of said 565.25 acre tract and with the East line of the herein described tract for a distance of 366.49 feet to the POINT AND PLACE OF BEGINNING, containing in area, 36.883 acres of land, more or less.

SURVEYOR'S NOTES:

- ALL BEARINGS INDICATED HEREON ARE BASED ON THE STATE PLANE COORDINATE VALUES - SOUTH CENTRAL ZONE 4204.
- SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ADDITIONAL EASEMENTS MAY EXIST.
- PLEASE USE THE TEXAS ONE CALL SYSTEM BEFORE ANY EXCAVATION TAKES PLACE (811).
- SITE BENCHMARK #1 = IS A NORTH BOLT IN THE TOP FLANGE OF FIRE HYDRANT NEAR THE SOUTH LINE OF LOT 14, BLOCK 6 AND ALSO BEING NEAR THE NORTH RIGHT-OF-WAY LINE OF PONDEROSA TRAIL. N: 13,954,929.68' AND E: 3,465,490.43' ELEVATION = 28.44'
- ALL ELEVATIONS ARE BASED NGS MONUMENT = PID 8L0195.



Development Regulations Notes:  
No construction or other development within this subdivision may begin until all Jefferson County development requirements have been met.

Municipal ETL note:  
This subdivision lies within the extraterritorial jurisdiction of the City of Beaumont, Texas. Site is greater than 2 miles from Beaumont City Limits.

School District plat note:  
This subdivision is within the boundaries of the Hardin-Jefferson Independent School District.

FEMA flood plain note:  
All of the subdivision falls within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Panel # 480385 0120 C dated August 6, 2002. FEMA Flood Zone X is defined as area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.

Due to known high water, the minimum finished floor elevation should be 31.00' based off of Subdivision Benchmarks, shown hereon or 18 inches above ground, whichever is higher, according to DD6.

Utility notes:  
Electric utility service will be provided by: Entergy Texas, Inc.  
Telephone utility service will be provided by: A T & T  
Water utility service will be provided by: Meeker Water Supply Corporation  
Sewer utility service will be provided by: -NONE-  
Gas utility service will be provided by: Centertpoint Energy  
Cable utility service will be provided by: -NONE-

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 an individual water supply, state approved community water system, or engineered rainwater collection system.

Water Supply Note:  
Meeker Water Supply Corporation, an approved public water supply system, has adequate quantity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

Pipeline Easement Note:  
Easement for Centana Interstate Pipeline LP. lies within this subdivision.

Drainage Easement Note:  
All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of the drainage facilities. Easements shown hereon include the right to trim or remove all trees and shrubs on or overhanging. Drainage Outfall Channel R.O.W.s will be deeded to Jefferson County Drainage District No. 6.

A FINAL PLAT  
of  
**PINE ISLAND ESTATES  
PHASE 3A**  
**LOTS 1 - 18, BLOCK 6**  
**LOT 1, BLOCK 7**  
**LOT 1 - 2, BLOCK 8**  
**LOT 1 - 5, BLOCK 9**  
**LOTS 1 - 4, BLOCK 10**  
**(30 LOT TOTAL)**

BEING A 36.883 ACRE SUBDIVISION  
OUT OF THE  
MICHAEL D. DOGUET & LISA L. DOGUET  
TRACT OF LAND LOCATED IN THE  
HOUSTON TAP AND BRAZORIA RAILROAD  
COMPANY SURVEY,  
SECTION 5, A-140  
JEFFERSON COUNTY, TEXAS  
BEING DEVELOPED BY:  
DIAMOND D. RANCH, LTD.  
AUGUST 2022

**Fittz & Shipman**  
INC.  
Consulting Engineers and Land Surveyors  
1405 CORNERSTONE COURT, BEAUMONT, TEXAS  
(409) 832-7238 FAX (409) 832-7303  
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186



## FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS

This Final Settlement and Release of All Claims ("Settlement and Release") is made this 31 day of April, 2022 by and between Jefferson County Tx (Precinct 1) ("Releasor") on the one hand, and ExxonMobil ("Individual Releasee") and WHC, LLC (together, with Individual Releasee, "Releasees") on the other hand (Releasor and Releasees together, the "Parties").

In consideration of the covenants and agreements contained in this Settlement and Release, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. In consideration of payment by Releasees to Releasor of the sum of: Four Hundred Thousand Dollars and 00 Cents. Dollars (\$400,000.00):

Releasor forever releases, settles, and completely discharges Releasees, their principals, agents, employees, owners, managers, directors, executors, administrators, attorneys, legal representatives, insurers, subsidiaries, successors, assigns, spouses, and heirs from all actions, claims, damages, demands, causes of action, liabilities, or suits of every kind and nature whatsoever, at law or in equity, known or unknown, suspected or unsuspected, disclosed and undisclosed, that now exist, or may hereafter accrue against Releasees arising out of, connected to, or relating in any way to the damage, loss, or injury sustained or allegedly sustained by Releasor as a result of the Road Damages that occurred during the ExxonMobil B 2/3 Construction Project within the Precinct.

Settlement release covers all associated roads within Precinct 1 however the specific roads that were called out by the Precinct were:

**See Exhibit A**

and for which Releasor claims Releasees are legally liable in damages (the "Claims").

2. The Parties agree that Settlement and Release is the result of a compromise between Releasor and Releasees', is intended to avoid the expense of litigation, and shall not be in any way construed: as an admission by Releasees that they have acted wrongfully with respect to

Releasor or any other person; that Releasees admit liability or responsibility at any time for any purpose; or that Releasor has any rights whatsoever against Releasees. The above-mentioned sum is the entire and only consideration for this Settlement and Release, and shall serve as the complete satisfaction of any and all Claims arising from Construction Related activities related to the ExxonMobil 82/3 and associated road damages only in Precinct 1. Releasor agrees and stipulates that the amount paid in consideration for this release is a fair and reasonable settlement.

3. Releasor expressly waives and assumes the risk of any and all damages which exist as of the effective date of this Settlement and Release, but which Releasor does not know or suspect to exist in his/her favor, whether through ignorance, oversight, error, negligence, or otherwise. Releasor understands and acknowledges that the significance and consequence of this waiver and final settlement of all Claims is that even if Releasor should eventually suffer additional damage, loss, arising from the Construction Project and associated road damages only in Precinct 1, Releasor shall not be able to make any Claim against Releasees for that damage, or loss. Furthermore, Releasor acknowledges and intends these consequences even as to Claims for that associated road damages only in Precinct 1, or loss, that may now exist and be unknown to Releasor and which, if known, would materially affect Releasor's decision to execute this Settlement and Release.
4. Releasor warrants that: no promise or inducement has been offered except as herein set forth; that this Settlement and Release is executed without reliance upon any statement or representation by Releasees or their representatives or any other person concerning the nature and extent of the damage and consequential damages, if any, and of legal liability therefore, if any; and that Releasor is of legal age and is legally competent to execute this Settlement and Release and to accept full responsibility therefore.
5. This Settlement and Release shall be binding upon and inure to the benefit of the Parties and their respective principals, agents, employees, owners, managers, directors, executors, administrators, attorneys, legal representatives, insurers, subsidiaries, successors, assigns, spouses, and heirs. Releasor has the authority to release the Claims and has not assigned or transferred any Claims to any other party.

6. Releasor hereby agrees that Releasor is liable for road repair expenses(s) incurred to repair the roads in Precinct 1.
7. Both Parties represent they fully understand their right to review all aspects of this Settlement and Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Settlement and Release, and that they are freely, knowingly, and voluntarily entering into this Settlement and Release. The Parties agree that this Settlement and Releases shall be deemed for all purposes as prepared through the joint efforts of the Parties and shall not be construed more strictly against either Party.
8. The provisions of this Settlement and Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Settlement and Release constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Settlement and Release. This Settlement and Release may not be altered, amended, or modified, except by a written document signed by both Parties. The terms of this Settlement and Release shall be governed by and construed in accordance with the laws of the State of Texas.
9. The Parties agree and understand that Releasor is a Texas governmental entity and, as such, it is bound by the Texas Public Information Act, Chapter 552 of the Texas Government Code. Under this law, this Settlement and Release, including a copy of same, are subject to disclosure, inspection and copying upon an appropriate request.
10. This Settlement and Release may be executed in separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Releasor and Releasees have duly affixed their signatures under hand and seal on the date(s) set forth below.

**I HAVE READ AND VOLUNTARY SIGN THIS FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS**

Releasor's Name (printed): Jeff Brannick, Jefferson County Judge

Releasor's Signature: [Signature] Date: 9-6-2022

ExxonMobil Releasee's Name (printed): CARL BREWER

ExxonMobil Releasee's Signature: [Signature] Date: 8/31/22

WHC, LLC Representative Name (printed): CHRIS HINCHENK

Signature: [Signature] Date: 31 AUG 22

Title: CONSTRUCTION MANAGER

ATTEST [Signature]

DATE 9-6-2022



## FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS

This Final Settlement and Release of All Claims ("Settlement and Release") is made this 31 day of April, 2022 by and between Jefferson County Tx (Precinct 4) ("Releasor") on the one hand, and ExxonMobil ("Individual Releasee") and WHC, LLC (together, with Individual Releasee, "Releasees") on the other hand (Releasor and Releasees together, the "Parties").

In consideration of the covenants and agreements contained in this Settlement and Release, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. In consideration of payment by Releasees to Releasor of the sum of: One Hundred Seven Thousand Dollars and 86 Cents. Dollars (\$107,680.86):

Releasor forever releases, settles, and completely discharges Releasees, their principals, agents, employees, owners, managers, directors, executors, administrators, attorneys, legal representatives, insurers, subsidiaries, successors, assigns, spouses, and heirs from all actions, claims, damages, demands, causes of action, liabilities, or suits of every kind and nature whatsoever, at law or in equity, known or unknown, suspected or unsuspected, disclosed and undisclosed, that now exist, or may hereafter accrue against Releasees arising out of, connected to, or relating in any way to the damage, loss, or injury sustained or allegedly sustained by Releasor as a result of the Road Damages that occurred during the ExxonMobil B 2/3 Construction Project within the Precinct.

Settlement release covers all associated roads within Precinct 4 however the specific roads that were called out by the Precinct were:

Frint Road  
Erie St

and for which Releasor claims Releasees are legally liable in damages {the "Claims"}.

2. The Parties agree that Settlement and Release is the result of a

compromise between Releasor and Releasees', is intended to avoid the expense of litigation, and shall not be in any way construed: as an admission by Releasees that they have acted wrongfully with respect to Releasor or any other person; that Releasees admit liability or responsibility at any time for any purpose; or that Releasor has any rights whatsoever against Releasees. The above-mentioned sum is the entire and only consideration for this Settlement and Release, and shall serve as the complete satisfaction of any and all Claims arising from Construction Related activities related to the ExxonMobil 82/3 and associated road damages only in Precinct 4. Releasor agrees and stipulates that the amount paid in consideration for this release is a fair and reasonable settlement.

3. Releasor expressly waives and assumes the risk of any and all damages which exist as of the effective date of this Settlement and Release, but which Releasor does not know or suspect to exist in his/her favor, whether through ignorance, oversight, error, negligence, or otherwise. Releasor understands and acknowledges that the significance and consequence of this waiver and final settlement of all Claims is that even if Releasor should eventually suffer additional damage, loss, arising from the Construction Project and associated road damages only in Precinct 4, Releasor shall not be able to make any Claim against Releasees for that damage, or loss. Furthermore, Releasor acknowledges and intends these consequences even as to Claims for that associated road damages only in Precinct 4, or loss, that may now exist and be unknown to Releasor and which, if known, would materially affect Releasor's decision to execute this Settlement and Release.
4. Releasor warrants that: no promise or inducement has been offered except as herein set forth; that this Settlement and Release is executed without reliance upon any statement or representation by Releasees or their representatives or any other person concerning the nature and extent of the damage and consequential damages, if any, and of legal liability therefore, if any; and that Releasor is of legal age and is legally competent to execute this Settlement and Release and to accept full responsibility therefore.
5. This Settlement and Release shall be binding upon and inure to the benefit of the Parties and their respective principals, agents, employees, owners, managers, directors, executors, administrators, attorneys, legal

representatives, insurers, subsidiaries, successors, assigns, spouses, and heirs. Releasor has the authority to release the Claims and has not assigned or transferred any Claims to any other party.

6. Releasor hereby agrees that Releasor is liable for road repair expense(s) incurred to repair the roads in Precinct 4.
7. Both Parties represent they fully understand their right to review all aspects of this Settlement and Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Settlement and Release, and that they are freely, knowingly, and voluntarily entering into this Settlement and Release. The Parties agree that this Settlement and Release shall be deemed for all purposes as prepared through the joint efforts of the Parties and shall not be construed more strictly against either Party.
8. The provisions of this Settlement and Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Settlement and Release constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Settlement and Release. This Settlement and Release may not be altered, amended, or modified, except by a written document signed by both Parties. The terms of this Settlement and Release shall be governed by and construed in accordance with the laws of the State of Texas. Venue and jurisdiction for all disputes between the Parties relative to or arising out of this Agreement shall be resolved in State or District Court located in Jefferson County, Texas and none other. The Parties have the right to appeal from such ruling to the appropriate court(s).
9. The Parties agree and understand that Releasor is a Texas governmental entity and, as such, it is bound by the Texas Public Information Act, Chapter 552 of the Texas Government Code. Under this law, this Settlement and Release, including a copy of same, are subject to disclosure, inspection and copying upon an appropriate request.
10. This Settlement and Release may be executed in separate counterparts and delivered by electronic means, each of which when so executed

shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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**I HAVE READ AND VOLUNTARY SIGN THIS FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS**

Releasor's Name (printed): Jeff Brantick, Jefferson County Judge

Releasor's Signature: [Signature] Date: 9-6-2022

Title: County Judge, Jefferson County

ExxonMobil Releasee's Name (printed): Carl Brewer

ExxonMobil Releasee's Signature: [Signature] Date: 8/31/22

Title: PROJECT MANAGER - EXECUTION

WHC, LLC Representative Name (printed): Chris Hinchcliffe

Signature: [Signature] Date: 31 AUG 22

Title: CONSTRUCTION MANAGER

ATTEST [Signature]  
DATE 9-6-2022

