Regular, 2/11/2025 10:30:00 AM

BE IT REMEMBERED that on February 11, 2025, 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 Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Jeff R. Branick, County Judge
Brandon Willis, Commissioner, Precinct One
Cary Erickson, 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 February 11, 2025

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **11th** day of **February 2025** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding pending or contemplated litigation.

9:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.

9:45 a.m. – Announcement of a Workshop To receive information regarding the proposed restoration of North Pleasure Island.

10:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.074 regarding deliberations about a personnel matter and County Personnel Policy update.

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

The following options are available:

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

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

(a). Consider and approve award Request for Statements of Qualifications (RFQ 24-053/MR) Engineering Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TXCDBG) (Community Development 2025-2026 Fund); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with LJA Engineering, Inc.

NO ATTACHMENTS

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(b). Consider and approve award, execute, receive and file contracts for Request for Proposal (RFP 24-071/MR) Professional Grant Writing & Management Services for Texas General Land Office Community Development & Revitalization (GLO-CDR) Disaster Recovery Reallocation Program (DRRP); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327 with GrantWorks, Inc. in the amount of $37,500.00 for Precinct 1 Project, $109,800.00 for Water District Project and $90,000.00 for Drainage District 6 Project.

SEE ATTACHMENTS ON PAGES 10 - 63

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(c). Receive and file a Voluntary Elevation Agreement with Anthony and Jane Bienvenu for property located at 9900 Winzer Rd, Beaumont, Texas 77705, in an amount not to exceed $204,343.65; pursuant to (RFP 21-024/YS) FEMA Grant Management & Insurance Advisory Services Task Order #4 and TWDB contract 2000012634; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 64 - 112

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(d).Receive and file a Voluntary Elevation Agreement with Craig Guillory and Fay Bell-Guillory for property located at 10263 Winzer Rd., Beaumont, Texas 77705, in an amount not to exceed $256,838.01; pursuant to (RFP 21-024/YS) FEMA Grant Management & Insurance Advisory Services Task Order #4 and TWDB contract 2000012634; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326..

SEE ATTACHMENTS ON PAGES 113 - 161

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(e).Receive and file a Voluntary Elevation Agreement with Patrick and Lauren Ratcliff for property located at 10112 Winzer Rd.., Beaumont, Texas 77705, in an amount not to exceed $209,852.60; pursuant to (RFP 21-024/YS) FEMA Grant Management & Insurance Advisory Services Task Order #4 and TWDB contract 2000012634; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 162 - 213

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(f).Receive and file a Voluntary Elevation Agreement with William Taber and Rebekah Taber for property located at 14876 Boondocks Rd., Beaumont, Texas 77705, in an amount not to exceed $233,010.16; pursuant to (RFP 21-024/YS) FEMA Grant Management & Insurance Advisory Services Task Order #4 and TWDB contract 2000012634; pursuant to Chapter 262, Texas Local Government Dode, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 214 - 263

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(g).Receive and file an agreement (Agreement 25-007/MR) with Timeclock Plus, LLC to provide time keeping services for Jefferson County Clerk's Office in the amount of $4,585.27 for 40 licenses for a 7-month period and $2,142.00 for 210 licenses for a 2-month period; in accordance with Omnia Contract 14-10. Funded by Election Security Grant.

SEE ATTACHMENTS ON PAGES 264 - 283

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY AUDITOR:

(a).Regular County Bills – check #525359 through check #525550.

SEE ATTACHMENTS ON PAGES 284 - 292

Motion by: Sinegal
Second by: Willis
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

CONSTABLE PRECINCT 2:

(a).Consider and possibly approve the hiring of Jose Luis Zurita as a Reserve Deputy Constable with Constable Precinct 2 in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 293 - 293

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

(a).Consider, possibly approve and authorize the County Judge to execute the 2025 loan certificate from the National Museum of the United States Air Force for the plane at Veteran's Memorial Park.

SEE ATTACHMENTS ON PAGES 294 - 297

Motion by: Alfred
Second by: Willis
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(b).Consider, approve and authorize the County Judge to sign a letter to verify that Carolyn Wright is a full-time supervisor with the Jefferson County Veteran's Office.

SEE ATTACHMENTS ON PAGES 298 - 298

Motion by: Alfred
Second by: Willis
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(c).Consider, possibly approve and authorize the County Judge to execute an Antiquities Permit Application for Historic Buildings and Structures with the Texas Historical Commission for removal of the 1980's era workstation located in the Tax Assessor's office.

SEE ATTACHMENTS ON PAGES 299 - 301

Motion by: Alfred
Second by: Willis
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(d).Consider and possibly approve a new rate of compensation for Commissioners for the board of the Sabine-Neches Navigation District, to increase it from $400/mo. to $800/mo., and to allow them to participate in the insurance program, pursuant to Texas Water Code, Sec. 62.070. (This is the first requested increase in 25 years)

SEE ATTACHMENTS ON PAGES 302 - 302

Motion by: Alfred
Second by: Willis
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

SHERIFF'S DEPARTMENT:

(a).Consider, possibly approve and authorize the County Judge to execute an renewal of Memorandum of Understanding Between the United States Coast Guard and the Jefferson County Sheriff's Office Regarding Port Security and the Enforcement of Maritime Safety and Security Zones pursuant to 14 U.S.C. 701 and 46 U.S.C. Sec. 70051.

SEE ATTACHMENTS ON PAGES 303 - 311

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, 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.

_____

Jeff R. Branick
County Judge

Regular, February 11, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 11, 2025.

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT MADE ON THE ____ DAY OF FEBRUARY, 2025, BY AND BETWEEN THE COUNTY OF JEFFERSON, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

This administrative contract will be amended following the release of the state grant agreement to bring the administrative contract into compliance subject to the rules of the grant agreement.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery Reallocation Program("DRRP") funds Contract Number_____(Precinct 1 Project), administered by the Texas General Land Office ("GLO") for recovery and infrastructure improvement for designated disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of Thirty-Seven Thousand Five Hundred Dollars and No Cents, ($37,500.00) in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Item	Milestone Description	Amount	Percent
Administration			
1	Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	$4,500	15%
2	Environmental Notice to Proceed	$4,500	15%
3.1	Environmental Site Photos and Field Log	$1,500	5%
3.2	Environmental Agency Letters Sent	$1,500	5%
3.3	Finding of No Significant Impact (FONSI) Posted	$1,500	5%
3.4	Environmental Review Record complete - Authority to Use Grant Funds issued	$1,500	5%
4	Bid Advertised	$3,000	10%
5	Construction Notice to Proceed	$7,500	25%
6	25% Construction Complete	$750	2.5%
7	75% Construction Complete	$750	2.5%

Item	Milestone Description	Amount	Percent
8	Construction Complete, Final Wage Compliance Report issued	$1,500	5%
9	Closeout Packet submitted and approved	$1,500	5%
	Subtotal Amount	**$30,000**	
Environmental			
1E	Commencement of Environmental Phase	$2,250	30%
2E	Environmental Review Record Complete Authority to Use Grant Funds issued	$5,250	70%
	Subtotal Amount	**$7,500**	
	Total Contract Amount	**$37,500**	

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

This administrative contract will be amended following the release of the state grant agreement to bring the administrative contract into compliance subject to the rules of the grant agreement.

Client acknowledges and agrees that Consultant shall be entitled to submit progress invoices periodically and as deemed necessary by the Consultant, reflecting work completed, not to exceed in aggregate the fee service total, until the project's satisfactory completion. Client undertakes to make payment on each such invoice within the specified terms outlined in this agreement.

Consultant shall have the right to bill Client on a pro-rata basis as each identifiable grant Project Site achieves specified billing milestones outlined in the fee schedule. The billing for each Project Site shall be calculated proportionally based on the completion of the respective milestones. The Client agrees to make payments within the specified terms as stipulated in this agreement. The pro-rata billing approach applies independently to each Project Site and does not affect the overall billing for the entire project, which may continue as per other relevant provisions of this contract.

IV. ADDITIONAL SERVICES

A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars ($95.00).
   1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
   2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
   3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
   4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
   5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
   6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over $25,000; 5) default of any construction contractor, consulting engineer and/or architect.

B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.

B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.

E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.

F. Local Program Liaison. For purposes of this Contract, the «Official_Title» or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.

H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.

I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract

record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and GLO State Contract Agreement "Attachments A-E", which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

BY: _____

Bruce J. Spitzengel
President

County of Jefferson
1149 Pearl Street
Beaumont, Texas 77701

BY: _____

Jeff Branick
County Judge

ATTEST:

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

BY: _____

ATTEST

2/11/2025

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and GLO State Contract Agreement "Attachments A-E", which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

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Beaumont, Texas 77701

BY: _____

Jeff Branick
County Judge

ATTEST:

BY: _____

ATTEST 2/11/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

GRANT ADMINISTRATION SERVICES
PART II - TERMS AND CONDITIONS

1. PERSONNEL. The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.

2. REPORTS AND INFORMATION. The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

3. RECORD RETENTION. In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

4. ACCESS TO RECORDS. In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

5. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.

6. COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION. Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.

7. TERMINATION OF AGREEMENT FOR CAUSE. In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE. Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. CONFLICTS OF INTEREST
   A. Governing Body: Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
   B. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
   C. Consultant and Employees. The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).
The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. GENERAL TERMS REGARDING THIRD-PARTY SERVICES

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and

Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. SECTION 504 REHABILITATION ACT OF 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
   i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:

   i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant 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.

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

   iii. The Consultant will not discourage 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 Consultant's legal duty to furnish information.

iv. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Consultant 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.

vii. In the event of the Consultant'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 Consultant 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.

viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

16. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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 for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

19. GLO LOCAL INFRASTRUCTURE PROGRAM PROJECT DELIVERY FEE CAP. Total project delivery fees paid under this Contract, including any subcontracts, shall not exceed the GLO's cap of maximum rates based on the fixed rate pricing that is dependent upon the CDBG-MIT final award amount at contract closeout. The percentage fee cap is outlined in this Agreement in Part I. Section III. Compensation and Method of Payment. Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance, and eligible costs for in-house efforts. Any decrease in the total CDBG-MIT award at final contract closeout, including those resulting from lower-than-anticipated construction costs or reduced project scope, will automatically adjust the total not-to-exceed fee owed to GrantWorks.

20. USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION. Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.

TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED .....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE .....

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-MIT qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the Disaster Recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineer, if applicable, to provide the concise information needed for submission of complete Disaster Recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster funding. The selected administrative firm must follow all requirements of the Texas CDBG-MIT program.

Grant Administration Services – General

(a) Administrative Duties:

i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
ii. May assist in public hearings.
iii. Will work with GLO's system of record.
iv. Provide monthly project status updates.
v. Funding release will be based on deliverables identified in Section 3.
vi. Labor and procurement duties:

a. Provide all Labor Standards Officer (LSO) Services.
b. Furnish access to LCPtracker, a cloud-based SaaS solution, for certified payroll tracking, construction site compliance, and workforce reporting.
c. Ensure compliance with all relevant labor standards regulations.
d. Ensure compliance with procurement regulations and policies.
e. Maintain document files to support compliance.

vii. Financial duties:

a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
b. Assist subrecipient with the procurement of audit services.
c. Assist subrecipient in establishing and maintaining a bank account for program funds.
d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
e. Implementation and coordination of Section 504 requirements.
f. Program compliance.
g. Ensure that fraud prevention and abuse practices are in place and being implemented.
h. Prepare and submit all closeout documents.
i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
j. Assist in preparation of contract revisions and supporting documents including but not limited to:
    - Amendments/modifications,
    - Change orders.

(b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
v. The provider may assist the subrecipient by submitting all the necessary documentation for

draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
ii. Assist subrecipient in establishing and maintaining financial processes.
iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
iv. Establish and maintain record keeping systems.
v. Assist subrecipient with resolving monitoring and audit findings.
vi. Serve as monitoring liaison.
vii. Assist subrecipient with resolving third party claims.
viii. Report suspected fraud to the GLO.
ix. Submit timely responses to the GLO requests for additional information.
x. Complete draw request forms and supporting documents.
xi. Facilitate outreach efforts, application intake, and eligibility review.
xii. Perform any other administrative duty required to deliver the project.
xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

i. Submit acquisition reports and related documents.
ii. Establish acquisition files (if necessary).
iii. Complete acquisition activities (if necessary).

(c) Environmental Services

i. Assist detailed scope of services

a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
b. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
c. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
d. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
e. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE

permits, etc.;

f. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
g. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
h. Complete and submit the environmental review into GLO's system of record;
i. At least one site visit to project location and completion of a field observation report
j. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
k. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
l. Process environmental review and clearance in accordance with NEPA;
m. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
n. Prepare and submit Monthly Status Report; and
o. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT MADE ON THE ____ DAY OF FEBRUARY 2025, BY AND BETWEEN THE COUNTY OF JEFFERSON, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

This administrative contract will be amended following the release of the state grant agreement to bring the administrative contract into compliance subject to the rules of the grant agreement.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery Reallocation Program("DRRP") funds Contract Number_____(Water District Project), administered by the Texas General Land Office ("GLO") for recovery and infrastructure improvement for designated disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of One Hundred Nine Thousand, Eight Hundred Dollars ($109,800.00) in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Item	Milestone Description	Amount	Percent
Administration			
1	Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	$11,970	15%
2	Environmental Notice to Proceed	$11,970	15%
3.1	Environmental Site Photos and Field Log	$3,990	5%
3.2	Environmental Agency Letters Sent	$3,990	5%
3.3	Finding of No Significant Impact (FONSI) Posted	$3,990	5%
3.4	Environmental Review Record complete - Authority to Use Grant Funds issued	$3,990	5%
4	Bid Advertised	$7,980	10%
5	Construction Notice to Proceed	$19,950	25%
6	25% Construction Complete	$1,995	2.5%
7	75% Construction Complete	$1,995	2.5%
8	Construction Complete, Final Wage Compliance Report issued	$3,990	5%

Item	Milestone Description	Amount	Percent
9	Closeout Packet submitted and approved	$3,990	5%
	Subtotal Amount	**$79,800**	
Environmental			
1E	Commencement of Environmental Phase	$5,000	30%
2E	Environmental Review Record Complete Authority to Use Grant Funds issued	$25,000	70%
	Subtotal Amount	**$30,000**	
	Total Contract Amount	**$109,800**	

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

This administrative contract will be amended following the release of the state grant agreement to bring the administrative contract into compliance subject to the rules of the grant agreement.

Client acknowledges and agrees that Consultant shall be entitled to submit progress invoices periodically and as deemed necessary by the Consultant, reflecting work completed, not to exceed in aggregate the fee service total, until the project's satisfactory completion. Client undertakes to make payment on each such invoice within the specified terms outlined in this agreement.

Consultant shall have the right to bill Client on a pro-rata basis as each identifiable grant Project Site achieves specified billing milestones outlined in the fee schedule. The billing for each Project Site shall be calculated proportionally based on the completion of the respective milestones. The Client agrees to make payments within the specified terms as stipulated in this agreement. The pro-rata billing approach applies independently to each Project Site and does not affect the overall billing for the entire project, which may continue as per other relevant provisions of this contract.

IV. ADDITIONAL SERVICES

A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars ($95.00).
   1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
   2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
   3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
   4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
   5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
   6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over $25,000; 5) default of any construction contractor, consulting engineer and/or architect.

B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.

B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.

E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.

F. Local Program Liaison. For purposes of this Contract, the «Official_Title» or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.

H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.

I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract

record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and GLO State Contract Agreement "Attachments A-E", which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

BY: _____

Bruce J. Spitzengel
President

County of Jefferson
1149 Pearl Street
Beaumont, Texas 77701

BY: _____

Jeff Branick
County Judge

ATTEST:

BY: _____

ATTEST
2/11/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

GRANT ADMINISTRATION SERVICES
PART II - TERMS AND CONDITIONS

1. PERSONNEL. The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.

2. REPORTS AND INFORMATION. The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

3. RECORD RETENTION. In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

4. ACCESS TO RECORDS. In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

5. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.

6. COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION. Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.

7. TERMINATION OF AGREEMENT FOR CAUSE. In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE. Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. CONFLICTS OF INTEREST
   A. Governing Body: Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement..
   B. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
   C. Consultant and Employees. The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).
The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. GENERAL TERMS REGARDING THIRD-PARTY SERVICES

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and

Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. SECTION 504 REHABILITATION ACT OF 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
   i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:

   i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant 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.

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

   iii. The Consultant will not discourage 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 Consultant's legal duty to furnish information.

iv. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Consultant 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.

vii. In the event of the Consultant'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 Consultant 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.

viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

16. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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 for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

19. GLO LOCAL INFRASTRUCTURE PROGRAM PROJECT DELIVERY FEE CAP. Total project delivery fees paid under this Contract, including any subcontracts, shall not exceed the GLO's cap of maximum rates based on the fixed rate pricing that is dependent upon the CDBG-MIT final award amount at contract closeout. The percentage fee cap is outlined in this Agreement in Part I. Section III. Compensation and Method of Payment. Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance, and eligible costs for in-house efforts. Any decrease in the total CDBG-MIT award at final contract closeout, including those resulting from lower-than-anticipated construction costs or reduced project scope, will automatically adjust the total not-to-exceed fee owed to GrantWorks.

20. USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION. Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.

AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF WORK

TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED .....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE .....

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-MIT qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the Disaster Recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineer, if applicable, to provide the concise information needed for submission of complete Disaster Recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster funding. The selected administrative firm must follow all requirements of the Texas CDBG-MIT program.

Grant Administration Services – General

(a) Administrative Duties:

i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
ii. May assist in public hearings.
iii. Will work with GLO's system of record.
iv. Provide monthly project status updates.
v. Funding release will be based on deliverables identified in Section 3.
vi. Labor and procurement duties:

a. Provide all Labor Standards Officer (LSO) Services.
b. Furnish access to LCPtracker, a cloud-based SaaS solution, for certified payroll tracking, construction site compliance, and workforce reporting.
c. Ensure compliance with all relevant labor standards regulations.
d. Ensure compliance with procurement regulations and policies.
e. Maintain document files to support compliance.

vii. Financial duties:

a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
b. Assist subrecipient with the procurement of audit services.
c. Assist subrecipient in establishing and maintaining a bank account for program funds.
d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
e. Implementation and coordination of Section 504 requirements.
f. Program compliance.
g. Ensure that fraud prevention and abuse practices are in place and being implemented.
h. Prepare and submit all closeout documents.
i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
j. Assist in preparation of contract revisions and supporting documents including but not limited to:
    - Amendments/modifications,
    - Change orders.

(b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
v. The provider may assist the subrecipient by submitting all the necessary documentation for

draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
ii. Assist subrecipient in establishing and maintaining financial processes.
iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
iv. Establish and maintain record keeping systems.
v. Assist subrecipient with resolving monitoring and audit findings.
vi. Serve as monitoring liaison.
vii. Assist subrecipient with resolving third party claims.
viii. Report suspected fraud to the GLO.
ix. Submit timely responses to the GLO requests for additional information.
x. Complete draw request forms and supporting documents.
xi. Facilitate outreach efforts, application intake, and eligibility review.
xii. Perform any other administrative duty required to deliver the project.
xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

i. Submit acquisition reports and related documents.
ii. Establish acquisition files (if necessary).
iii. Complete acquisition activities (if necessary).

(c) Environmental Services

i. Assist detailed scope of services

a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
b. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
c. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
d. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
e. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE

permits, etc.;

f. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
g. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
h. Complete and submit the environmental review into GLO's system of record;
i. At least one site visit to project location and completion of a field observation report
j. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
k. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
l. Process environmental review and clearance in accordance with NEPA;
m. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
n. Prepare and submit Monthly Status Report; and
o. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT MADE ON THE ____ DAY OF FEBRUARY, 2025, BY AND BETWEEN THE COUNTY OF JEFFERSON, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

This administrative contract will be amended following the release of the state grant agreement to bring the administrative contract into compliance subject to the rules of the grant agreement.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery Reallocation Program("DRRP") funds Contract Number_____(DD#6), administered by the Texas General Land Office ("GLO") for recovery and infrastructure improvement for designated disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of Ninety Thousand Dollars and No Cents, ($90,000.00) in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Item	Milestone Description	Amount	Percent
Administration			
1	Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	$9,000	15%
2	Environmental Notice to Proceed	$9,000	15%
3.1	Environmental Site Photos and Field Log	$3,000	5%
3.2	Environmental Agency Letters Sent	$3,000	5%
3.3	Finding of No Significant Impact (FONSI) Posted	$3,000	5%
3.4	Environmental Review Record complete - Authority to Use Grant Funds issued	$3,000	5%
4	Bid Advertised	$6,000	10%
5	Construction Notice to Proceed	$15,000	25%
6	25% Construction Complete	$1,500	2.5%
7	75% Construction Complete	$1,500	2.5%
8	Construction Complete, Final Wage Compliance Report issued	$3,000	5%

Item	Milestone Description	Amount	Percent
9	Closeout Packet submitted and approved	$3,000	5%
	Subtotal Amount	**$30,000**	
Environmental			
1E	Commencement of Environmental Phase	$9,000	30%
2E	Environmental Review Record Complete Authority to Use Grant Funds issued	$21,000	70%
	Subtotal Amount	**$30,000**	
	Total Contract Amount	**$90,000**	

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

This administrative contract will be amended following the release of the state grant agreement to bring the administrative contract into compliance subject to the rules of the grant agreement.

Client acknowledges and agrees that Consultant shall be entitled to submit progress invoices periodically and as deemed necessary by the Consultant, reflecting work completed, not to exceed in aggregate the fee service total, until the project's satisfactory completion. Client undertakes to make payment on each such invoice within the specified terms outlined in this agreement.

Consultant shall have the right to bill Client on a pro-rata basis as each identifiable grant Project Site achieves specified billing milestones outlined in the fee schedule. The billing for each Project Site shall be calculated proportionally based on the completion of the respective milestones. The Client agrees to make payments within the specified terms as stipulated in this agreement. The pro-rata billing approach applies independently to each Project Site and does not affect the overall billing for the entire project, which may continue as per other relevant provisions of this contract.

IV. ADDITIONAL SERVICES

A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars ($95.00).
   1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
   2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
   3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
   4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
   5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
   6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over $25,000; 5) default of any construction contractor, consulting engineer and/or architect.

B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.

B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.

E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.

F. Local Program Liaison. For purposes of this Contract, the «Official_Title» or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.

H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.

I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract

record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and GLO State Contract Agreement "Attachments A-E", which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

BY: _____

Bruce J. Spitzengel
President

County of Jefferson
1149 Pearl Street
Beaumont, Texas 77701

BY: _____

Jeff Branick
County Judge

ATTEST:

BY: _____

ATTEST

2/11/2025

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

GRANT ADMINISTRATION SERVICES
PART II - TERMS AND CONDITIONS

1. PERSONNEL. The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.

2. REPORTS AND INFORMATION. The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

3. RECORD RETENTION. In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

4. ACCESS TO RECORDS. In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

5. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.

6. COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION. Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.

7. TERMINATION OF AGREEMENT FOR CAUSE. In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE. Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. CONFLICTS OF INTEREST
   A. Governing Body: Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
   B. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
   C. Consultant and Employees. The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).
The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. GENERAL TERMS REGARDING THIRD-PARTY SERVICES

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and

Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. SECTION 504 REHABILITATION ACT OF 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
   i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:

   i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant 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.

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

   iii. The Consultant will not discourage 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 Consultant's legal duty to furnish information.

iv. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Consultant 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.

vii. In the event of the Consultant'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 Consultant 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.

viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

16. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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 for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

19. GLO LOCAL INFRASTRUCTURE PROGRAM PROJECT DELIVERY FEE CAP. Total project delivery fees paid under this Contract, including any subcontracts, shall not exceed the GLO's cap of maximum rates based on the fixed rate pricing that is dependent upon the CDBG-MIT final award amount at contract closeout. The percentage fee cap is outlined in this Agreement in Part I. Section III. Compensation and Method of Payment. Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance, and eligible costs for in-house efforts. Any decrease in the total CDBG-MIT award at final contract closeout, including those resulting from lower-than-anticipated construction costs or reduced project scope, will automatically adjust the total not-to-exceed fee owed to GrantWorks.

20. USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION. Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.

TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED .....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS.....
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE .....

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-MIT qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the Disaster Recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineer, if applicable, to provide the concise information needed for submission of complete Disaster Recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster funding. The selected administrative firm must follow all requirements of the Texas CDBG-MIT program.

Grant Administration Services – General

(a) Administrative Duties:

i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
ii. May assist in public hearings.
iii. Will work with GLO's system of record.
iv. Provide monthly project status updates.
v. Funding release will be based on deliverables identified in Section 3.
vi. Labor and procurement duties:

a. Provide all Labor Standards Officer (LSO) Services.
b. Furnish access to LCPtracker, a cloud-based SaaS solution, for certified payroll tracking, construction site compliance, and workforce reporting.
c. Ensure compliance with all relevant labor standards regulations.
d. Ensure compliance with procurement regulations and policies.
e. Maintain document files to support compliance.

vii. Financial duties:

a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
b. Assist subrecipient with the procurement of audit services.
c. Assist subrecipient in establishing and maintaining a bank account for program funds.
d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
e. Implementation and coordination of Section 504 requirements.
f. Program compliance.
g. Ensure that fraud prevention and abuse practices are in place and being implemented.
h. Prepare and submit all closeout documents.
i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
j. Assist in preparation of contract revisions and supporting documents including but not limited to:
    - Amendments/modifications,
    - Change orders.

(b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
v. The provider may assist the subrecipient by submitting all the necessary documentation for

draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
ii. Assist subrecipient in establishing and maintaining financial processes.
iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
iv. Establish and maintain record keeping systems.
v. Assist subrecipient with resolving monitoring and audit findings.
vi. Serve as monitoring liaison.
vii. Assist subrecipient with resolving third party claims.
viii. Report suspected fraud to the GLO.
ix. Submit timely responses to the GLO requests for additional information.
x. Complete draw request forms and supporting documents.
xi. Facilitate outreach efforts, application intake, and eligibility review.
xii. Perform any other administrative duty required to deliver the project.
xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

i. Submit acquisition reports and related documents.
ii. Establish acquisition files (if necessary).
iii. Complete acquisition activities (if necessary).

(c) Environmental Services

i. Assist detailed scope of services

a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
b. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
c. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
d. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
e. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE

permits, etc.;

f. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
g. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
h. Complete and submit the environmental review into GLO's system of record;
i. At least one site visit to project location and completion of a field observation report
j. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
k. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
l. Process environmental review and clearance in accordance with NEPA;
m. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
n. Prepare and submit Monthly Status Report; and
o. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.

Voluntary Elevation Agreement

Between

Jefferson County

And

Anthony and Jane Bienvenu

THIS AGREEMENT, (the "Agreement") is made and entered into on this 15th day of January, 2025, by and between the County of Jefferson, a political subdivision of the State of Texas, herein represented by its Director of Floodplain Management (hereinafter referred to as "COUNTY") and **Anthony and Jane Bienvenu**, owner(s) of the Property identified in section 4.2 (hereinafter referred to as "PARTICIPANT").

On September 20, 2022 the County accepted the grant award from the Texas Water Development Board through the Federal Emergency Management Agency which featured the Property identified in Section 4.2.

1.0 Administration of Agreement.

1.1 County. All work shall be under the direction of the Director of the Department of Floodplain Management; (hereinafter referred to as "COUNTY"), and all requests, plans, reports, etc. shall be submitted to the Department of Floodplain Management. All approvals and administration of this Agreement shall be through the department unless tasks are designated to the project management or construction supervision firms.

1.2 Project Management Services. As authorized by executed Task Order dated September 14, 2022 and Notice to proceed dated August 24, 2021, Tidal Basin, has been awarded the contract to perform project management services for properties in the 2020 FMA Grant (Elevations) under RFP 21-024/YS. Tidal Basin may be reached at (985) 233-0268 or 126 Business Park Drive, Utica, NY 13502.

1.3 Construction Supervision Services. As authorized by Court Order, dated August 9, 2022 and Task order dated December 13, 2022, Comal Design Group has been awarded the contract to perform construction supervision services for properties in the FMA and HMA grants under contract no. RFSQ No. 22-50/MR. Clint Harris may be reached at (281) 687-7363 or via email at clintharris@comaldesign.com.

1.4 **Site Visits.** DHS/FEMA and/or TWDB, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of PARTICIPANT under this Grant, PARTICIPANT shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

2.0 **Scope of Agreement.** PARTICIPANT is eligible for payment of eligible expenses detailed in Exhibit A under the Federal Emergency Management Agency's Flood Mitigation Assistance Grant Program for an amount not to exceed federal share of **$204,343.65** for the Elevation of the Property identified in Section 4.2 with a PARTICIPANT required non-federal share of **$0.00** (the "Project").

2.1 Project funding cannot duplicate funds received by or available to PARTICIPANT from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs, legal awards, or other benefits associated with properties or damage that are subject of litigation. PARTICIPANT must identify any potential duplication of benefits.

2.2 PARTICIPANT acknowledges and agrees that this Project is paid for by Federal funds, and that the following applies:

2.2.1 The COUNTY is paying the Federal portion of the Project upfront and is not reimbursed until the Project is completed;

2.2.2 PARTICIPANT is required to cooperate with TIDAL BASIN and the selected Contractor, and the third-party inspector;

2.2.3 All materials delivered to the Project are for the Project and may not be removed, used or utilized, or hidden by PARTICIPANT;

2.2.4 PARTICIPANT must allow Contractor and all subcontractors access to the Property while the Project is in progress;

2.2.5 PARTICIPANT must treat Contractor and subcontractors with respect;

2.2.6 If PARTICIPANT prevents Contractor and/or subcontractors from performing the job contracted for, this Contract may be terminated and PARTICIPANT will be required to re-pay COUNTY all funds expended up to termination of this Contract. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.2.7 COUNTY will pay all milestones within 30 days of receipt after inspection and approval by the third-party inspector if the milestone complies with the engineer-stamped design drawings and the scope of work outlined in project documents.

2.2.8 Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will be responsible for all costs expended up to the termination. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.3 PARTICIPANT acknowledges that the property identified in section 4.2 of this agreement shall be elevated either three (3) feet above the best available BFE as determined by the County Floodplain Administrator or one (1) foot above the highwater flood elevation for the structure, whichever is higher and that no lower elevations are allowed under this agreement. Base Flood Elevation will be verified with an elevation certificate; the highwater flood elevation will be verified using alternate documentation such as pictures or videos of water level experienced.

3.0 **Notice to Proceed**. The PARTICIPANT shall be issued the following Notices to Proceed from the Project Management Firm.

3.1 **Procure Bids**. TIDAL BASIN will coordinate with all County-approved list of contractors a pre-bid meeting at the Property. PARTICIPANT will be required to participate in the pre-bid meeting. After pre-bid meeting, all contractors will provide bids to TIDAL BASIN. TIDAL BASIN will provide the summarized bids to PARTICIPANT to select the contractor of his/her/their choice. PARTICIPANT contractor selection shall be submitted to TIDAL BASIN in writing. TIDAL BASIN, PARTICIPANT and Contractor shall review, discuss the project, and finalize all documents.

3.2 **Notice to Procure Engineering.** After finalization of all documents with Contractor, TIDAL BASIN shall issue a notice to proceed with engineering drawings to the Construction Contractor with copy provided to PARTICIPANT.

Selected Construction Contractor shall submit the engineer design plans to TIDAL BASIN for grant compliance review. Engineer design plans will be compared to the detailed cost estimate by TIDAL BASIN.

Engineer design plans and detailed cost estimate may require revision(s) by Engineer and/or selected Construction Contractor to ensure federal funds will be expended on expenses that are necessary, allocable, and reasonable. PARTICIPANT will approve and sign off on any design changes required. Should items included in engineer design plans and/or detailed cost estimate be deemed ineligible federal cost under section 2.0, the costs are the responsibility of the PARTICIPANT and need a separate work agreement and proof of payment.

Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will pay the cost of engineering and design to the Contractor.

3.3 **Notice to Proceed with Construction.** After review and approval of engineer design plans and detailed cost estimate, TIDAL BASIN shall schedule a meeting with the PARTICIPANT and selected construction firm to sign the construction contract(s). Contracts may not be signed without a TIDAL BASIN representative present. Should items be constructed outside of the scope identified in the approved contract and plans, these items shall be deemed ineligible for the federal cost share of Section 2.0. Any ineligible costs are the responsibility of the PARTICIPANT and will require separate work agreement(s) and proof of payment.

4.0 **Operations.**

4.1 **Term:** The term of this Agreement shall expire on 7/18/2025 which is the end of the TWDB grant contract identified as contract 2000012634. Should the TWDB issue an extension to the grant period of performance, the term will automatically extend to the new period of performance, if needed.

4.2 **Location.** **9900 Winzer Rd, Beaumont, TX 77705** (the "Property").

4.3 **Compliance with Laws, Rules, and Regulations.** PARTICIPANT and selected Construction Contractor shall comply with all applicable laws, rules and regulations.

5.0 Financial Matters.

5.1 Payments. The payment schedule for services will be as follows:

5.1.1 **PARTICIPANT.** PARTICIPANT shall remit local cost share for project services to COUNTY upon execution of this Agreement. All payments must be made by cashier's check. All payments are non-refundable. Payment shall be made payable to "JEFFERSON COUNTY FMA HOMEOWNER'S MATCH FUND" and hand-delivered upon signing this Agreement.

5.1.2 In the event Property Owner does not pay the County for the above referenced services, County may seek any legal remedies available to it, including filing a lien on the Property in the County Clerk's Official Records and enforcing the lien, to recoup the monies paid by COUNTY. The terms of this Agreement shall be governed by the laws of the State of Texas.

5.1.3 **Construction.** COUNTY shall pay invoices directly to the construction contractor, after review and approval by TIDAL BASIN, for eligible expenses documented by milestone inspection reports according to the schedule of values below. The COUNTY will not pay construction invoices without passed milestone inspection reports. Failed inspections and re-inspections shall be deducted from Contractor invoices and the Contractor billed directly by the inspection company.

5.1.3.1 **Milestone 1** – 20% of Construction Contract Amount

5.1.3.2 **Milestone 2** – 40% of Construction Contract Amount

5.1.3.3 **Milestone 3** – 30% of Construction Contract Amount

5.1.3.4 **Milestone 4** – 10% of Construction Contract Amount

5.1.4 **Relocation Reimbursement.** COUNTY shall reimburse PARTICIPANT for cost incurred that meet guidelines of the Relocation Reimbursement procedures up to the maximum allowable costs under the Grant ($1,000 for

elevation. PARTICIPANT is not eligible for the relocation reimbursement without proper receipt and documentation of expenses. COUNTY reserves the right to reject reimbursement for unallowable costs.

5.1.5 PARTICIPANT hereby acknowledges and agrees that if all milestone inspection reports are approved by the inspector and the project is elevated or reconstructed as the signed sealed engineer drawings specify, COUNTY will pay the milestone even if PARTICIPANT refuses to approve and/or sign the final milestone form.

COUNTY shall issue all checks on a net thirty (30) day basis from the date of receipt of all required documents by COUNTY.

6.0 Records.

PARTICIPANT shall provide JEFFERSON County, FEMA, TWDB, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the PARTICIPANT which are directly pertinent to this agreement for the purposes of audits, examinations, excerpts and transcriptions. The PARTICIPANT shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts of transcriptions as reasonably needed.

The PARTICIPANT shall maintain all books, records, accounts, and reports required under this agreement for a period of not less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case PARTICIPANT shall maintain books, records, accounts, and reports until the PARTICIPANT, JEFFERSON County, FEMA, TWDB, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

7.0 Termination or Suspension. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed; but this Agreement may be terminated under any or all of the following conditions:

a. By mutual agreement and consent of the PARTIES hereto.

b. By COUNTY as a consequence of the failure of PARTICIPANT and/or Construction Contractor to comply with the terms in a satisfactory manner, provided COUNTY, through TIDAL BASIN, will give PARTICIPANT and Construction Contractor written notice of any such failure and ten (10) days (or more if authorized in writing by the COUNTY) to cure any such failure.

c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.

d. By COUNTY for convenience by issuing PARTICIPANT thirty (30) days written notice.

e. If PARTICIPANT terminates this agreement, PARTICIPANT agrees to pay the cost of services rendered up to the date of termination.

8.0 **Notice.** 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, sent by mail or electronic mail as follows:

COUNTY:
Jefferson County Engineering Department
Michelle Falgout, P.E., CFM
County Floodplain Manager
1149 Pearl St
Beaumont, TX 77701
Michelle.falgout@jeffcotx.us
Phone Number: (409) 835-8584

PARTICIPANT:
Anthony Bienvenu
9900 Winzer Rd
Beaumont, TX 77705
Phone Number: (409) 960-8846

Jane Bienvenu
9900 Winzer Rd
Beaumont, TX 77705
janeanthony7810@gmail.com
Phone Number: (409) 960-2747

TIDAL BASIN:
Andrea Hebert
(985) 233-0268
Andrea.hebert@tidalbasingroup.com

8.1 Written notices hereunder delivered personally or Electronic Mail shall be deemed communicated as of actual receipt or emailed; notices deposited with an overnight delivery service shall be deemed communicated the following business day; mailed notices shall be deemed communicated five (5) days after deposit in the mail.

9.0 Insurance.

9.1 PARTICIPANT shall secure and maintain at its expense National Flood Insurance Program (NFIP) insurance upon completion of the project in perpetuity. The requirement to maintain flood insurance will be documented in the Property deed. Failure to acquire and maintain such insurance will forfeit milestone payments in Section 5 and may result in recoupment of the amount of the grant funds expended by FEMA. Recoupment of funds from FEMA will be the sole responsibility of the PARTICIPANT to repay to FEMA.

The PARTICIPANT is required to provide an Insurance Declaration page demonstrating the amount of NFIP building coverage is at least equal to the final eligible project cost (Federal and Non-Federal Share) or NFIP maximum coverage to COUNTY and TIDAL BASIN prior to release of the final milestone payment and any eligible homeowner reimbursements.

9.2 Prior to the execution of the Construction Contract with the Selected Construction Contractor, PARTICIPANT or Selected Contractor shall provide, proof of the following insurance coverage of the Selected Construction Contractor (or applicable sub-contractors).

a. Insurance requirements under the Request for Statement of Qualifications, attached hereto as Exhibit "C".

b. A riggers endorsement equal to or exceeding the current market value of the structure.

c. The state licensing board for contractors' certification classification of "rigging, house moving, wrecking and dismantling.

9.3 Upon failure of PARTICIPANT to furnish, to deliver and maintain such insurance as provided, this contract, at the election of the COUNTY, may be forthwith declared suspended, discontinued or terminated. Failure of PARTICIPANT to take

out and/or to maintain insurance shall not relieve PARTICIPANT from any liability under the contract.

10.0 General.

10.1 PARTICIPANT shall indemnify and hold harmless COUNTY and TIDAL BASIN against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by Selected Construction Contractor, its employees, agents, and subcontractors.

10.2 Further, PARTICIPANT hereby agrees to indemnify COUNTY and TIDAL BASIN for all reasonable expenses and attorney's fees incurred by or imposed upon COUNTY and TIDAL BASIN in connection therewith for any loss, damage, injury or other casualty pursuant to this section. PARTICIPANT further agrees to pay all reasonable expenses and attorney's fees incurred by COUNTY and TIDAL BASIN in establishing the right to indemnity pursuant to the provisions of this Section.

10.3 PARTICIPANT acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and COUNTY makes no representations or warranties to the contrary.

10.4 It shall be the duty of every COUNTY officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the county, and the duty of every applicant for certification of eligibility for a county contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing.

By signing this document, every corporation, partnership, or person contracting with the COUNTY, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a county contract, and every application for certification of eligibility for a county contract or program, attests that it understands and will abide by all provisions of this contract.

10.5 This Agreement represents the entire Agreement between COUNTY and PARTICIPANT. This Agreement may only be amended in writing and must be signed by both COUNTY and PARTICIPANT.

10.6 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in JEFFERSON County, Texas.

10.7 Nothing contained in this Agreement shall constitute or be deemed or construed to create and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

10.8 Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

AUTHORITY FOR COUNTY TO REMOVE PARTICPANT FROM THE PROGRAM

RUDE, OFFENSIVE AND INAPPROPRIATE BEHAVIOR WILL NOT BE TOLERATED FROM PARTICPANT(S). ALL PARTICPANTS ARE EXPECTED TO TREAT COUNTY, TIDAL BASIN, INSPECTORS, CONTRACTORS, AND SUBCONTRACTORS WITH RESPECT. THE CONTRACTOR HAS A RIGHT TO A PRODUCTIVE AND SAFE WORK ENVIRONMENT. HARASSMENT, INTERFERENCE, OR OTHER ACTION(S) COMMITTED BY THE PARTICIPANT THAT ARE CONTRADICTORY TO TIMELY, AND SAFE COMPLETION OF ELEVATION WORK ON THE PART OF THE PARTICIPANT ARE IN VIOLATION OF THIS AGREEMENT. FOWL LANGUAGE, SCREAMING, AND THREATENING CONDUCT WILL NOT BE TOLERATED. IF YOU HAVE A CONCERN OR COMPLAINT, TIDAL BASIN HAS AN APPROPRIATE METHOD OF SUBMITTING SUCH COMPLANT AND IT WILL BE HANDLED APPROPRIATELY. IF A PARTICIPANT REFUSES TO UTILIZE THE APPROPRIATE COMPLAINT PROTOCOL AND INSTEAD CHOOSES TO HARRASS, OFFEND, SCREAM, CUSS, AND NOT DISCUSS THE SITUATION IN A RATIONAL MANNER, PARTICIPANT WILL BE PROVIDED NOTICE OF REMOVAL FROM THE PROGRAM AND A LIEN FOR THE MONEY EXPENDED BY THE COUNTY WILL BE FILED ON THE PROPERTY. BY SIGNING THIS AGREEMENT, PARTICPANT(S) HEREBY ACKNOWLEDGE THIS REQUIREMENT AND AGREE(S) TO CONDUCT HIMSELF/HERSELF/THEMSELVES IN AN APPROPRIATE MANNER. PARTICPANT(S) FURTHER ACKNOWLEDGES THAT REMOVAL FROM THE PROGRAM AND THE FILING OF A LIEN MAY OCCUR FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.

IN TESTIMONY WHEREOF, this Agreement is executed in three (3) originals, the day and year first above written.

Property Owner

By: _____

Printed Name: Anthony Bienvenu

By: Jane Bienvenu

Printed Name: Jane Bienvenu

Dated: 01/15/2025

County of JEFFERSON

By: _____

Jeff Branick

JEFFERSON County Judge

Dated: 1/28/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST

DATE 1/28/2025

Exhibit A

Funding Source Breakdown

Exhibit A
Funding Source Breakdown

Contractor Bid	
Grant Eligible Costs (100% Federal Cost)	**Excello Homes**
Engineering	$ 5,160.70
Site Preparation	$ 4,036.08
Permitting	$ 2,064.28
Bonding & Insurance/Warranty	$ 3,096.42
Excavation/Piles	$ 47,459.52
Elevation	$ 49,322.28
Foundation	$ 48,825.37
Utilities	$ 5,897.93
Steps, Landings, Carpentry	$ 14,744.85
Finishing Detail	$ 3,686.22
Final Elevation Certificate	$ 400.00
ADA Accommodation (if applicable)	$ -
Total Contractor Costs without Upgrades	**$ 184,693.65**
Upgrades (100% Homeowner Cost)	
Additional Elevation Cost	$ -
Expanding Landings	$ -
Upgraded Structural Wall Material	$ -
Total Costs of Upgrades	**$ -**
Other Grant Costs	
Structural Integrity Inspection	$ 2,250.00
Pre-Elevation Certificate	$ 400.00
Construction Inspections	$ 4,000.00
Temporary Housing Allowance (Maximum)*	$ 1,000.00
Per Parcel Fees	$ 12,000.00
Total Other Costs	**$ 19,650.00**

Total Grant Cost Breakdown	
	Bid 1
Total Grant Eligible Costs	$ 204,343.65
- Duplication of Benefits	$ -
Total Grant Eligible Costs - Duplication of Benefits	$ 204,343.65
Total Federal Cost	**$ 204,343.65**
Total Grant Eligible Homeowner Cost	$ -
Total Upgrades Cost	$ -
Total Duplication of Benefits	$ -
Total Homeowner Cost	**$ -**

Exhibit B

Selected Upgrades

If applicable, the PARTICIPANT is financially responsible for the cost of selected upgrades in entirety. Any costs incurred from work or materials associated with upgrades are not grant eligible and must be completely covered by the PARTICIPANT.

The Participant has chosen the following upgrades:

☐ Additional elevation height beyond the minimum height required to reach COUNTY REQUIREMENTS

☐ Upgraded material for structural walls

☐ Expanded Landings

For additional detail about the chosen upgrades, see Exhibit "A".

No Upgrades were selected

EXHIBIT C

Insurance Requirements

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$1,000,000	$1,000,000
b. Aggregate policy limits	$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000	$1,000,000
b. Property damage	$1,000,000	$1,000,000
c. Aggregate policy limits	$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

Exhibit D

Itemized Elevation Contract

CONTRACT FOR ELEVATION WORK

THIS CONTRACT, entered into as of January 15, 2025, by and between **Anthony and Jane Bienvenu** hereinafter called the "**Owner**", and **EXCELLO HOMES** hereinafter called the "**Contractor**", **WITNESSETH**:

WHEREAS, the Owner has applied to JEFFERSON County, Texas, hereinafter called the "County", for housing ELEVATION assistance under the FMA Contract No. 2000012634 Grant Award from the Texas Water Development Board through the Federal Emergency Management Agency known as the Flood Mitigation Assistance Grant Program (hereinafter "FMA"), and the County has approved such application; and

WHEREAS, the Owner proposes to pay the cost of the ELEVATION assistance provided for in this Contract with the proceeds of the FMA funds allotted to the Owner by the County under FMA and from Owner's required non-federal share of the cost of such ELEVATION work; and

WHEREAS, in response to the invitation of the County, the Contractor has submitted a Bid Proposal for the performance of the ELEVATION work provided for in this Contract; and

WHEREAS, JEFFERSON County Commissioners Court awarded RFSQ No. 22-047 Contractor Qualifications for Residential Home ELEVATION for FEMA Disaster Funding Recipients hereinafter called the "Project" on , Court Order, dated August 9, 2022; and

WHEREAS, the County and Owner have accepted the Contractor's Bid Proposal for the performance of such ELEVATION work, and desires to engage the Contractor to perform such ELEVATION work in accordance with the provisions of this Contract and applicable requirements of FMA; and

WHEREAS, the County shall utilize TIDAL BASIN, Inc. as Program Manager, hereinafter called the "Manager", as the representative for the COUNTY for this contract.

NOW, THEREFORE, for consideration stated herein, Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Sec. 1. Property to be Elevated. The Property to be elevated pursuant to this Contract is located at: ~~14876 Beondocks Rd~~, Beaumont, TX 77705.
9900 Winzer Rd

Sec. 2. Contract Price. Upon satisfactory completion of the ELEVATION work provided for in this Contract, as determined on the Owner's behalf by the County, the Contractor shall be paid the amount of **One hundred eighty four thousand six hundred ninety-three and sixty-five cents ($184,693.65)** hereinafter called the "CONTRACT PRICE", which shall constitute full and complete compensation for the Contractor's performance of the ELEVATION work provided in this Contract.

Sec. 3. Notice. Any notice permitted or required to be given under this Contract shall be in writing and may be given by hand-delivery, email, or certified United States mail, postage prepaid, return receipt requested addressed to:

Owner(s):

Anthony and Jane Bienvenu
9900 Winzer Rd
Beaumont, Texas 77705
Email: janeanthony7810@gmail.com

Manager:

TIDAL BASIN, Inc.
126 Business Park Dr,
Utica, NY 13502
ATTN: Andrea Hebert
Email: andrea.hebert@tidalbasingroup.com

County:

JEFFERSON County Floodplain Department
1149 Pearl Street
Beaumont, Texas 77701
ATTN: Michelle Falgout
Email: michelle.falgout@jeffcotx.us

Contractor:

Excello Homes
1245 West Cardinal Drive
Beaumont, TX 77705
ATTN: Ryan Webb
Email: ryan@excellohomes.com

Sec. 4. Acceptance of Contractor's Bid Proposal. Contractor's Bid Proposal for the ELEVATION work in this Contract has been accepted by Owner and County on January 15, 2025. Said Detailed Contractor's Bid is attached hereto as **Exhibit "B".**

Sec. 5. Contract Documents. The Contract Documents that comprise this contract for ELEVATION work consists of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of whom is hereby incorporated in this Contract by reference: (a) the Contractor's Bid Proposal including scope of work **(Exhibit "B")**; (b) Engineered Design (include Engineer-stamped design once stamped once completed and signed by both Contractor and Owner) and attached hereto as **Exhibit "D"**; and (c) RFSQ No. 22-47 including all terms and conditions, general specifications, and Federal requirements.

The Contractor shall perform the ELEVATION work provided for in this contract in strict

conformance with the Contract Documents that comprise this Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. **Specifically, no "side" or "additional" contracts are to exist between the Owner and Contractor.**

Sec. 6. Scope of Work. The Contractor shall furnish all necessary materials equipment, tools, labor, and supervision necessary to perform, and shall perform all of the ELEVATION work provided for in this Contract as set forth in the bid proposal, scope of work as defined in the RFSQ and engineered design, relating to the property described in Section 1 of this Contract. All supplies used in the ELEVATION shall be new and **MATERIALS OF GOOD QUALITY.**

The Contractor shall, in accordance with contract documents, elevate the house in accordance to COUNTY requirements as determined by an official elevation certificate or the last flood of record. If mutually agreed upon by the Owner, Contractor and Manager, the Contractor must achieve additional elevation height beyond the grant minimum as specified in the bid.

Sec. 7. Time of Performance. The Contractor shall commence the ELEVATION work provided for in this Contract within FIFTEEN (15) CALENDAR DAYS from the date of contract execution and shall satisfactorily complete such work within ONE HUNDRED FIFTY (150) CALENDAR DAYS from the date of start of construction. The Contractor shall be responsible for scheduling the ELEVATION work, and for coordinating the operations of all trades, subcontractors and suppliers engaged by the Contractor in connection with the work. All ELEVATION work provided for in this Contract shall be done in a competent and workmanlike manner. Notwithstanding the aforesaid, the Contractor may be excused from the time of performance requirement if, during the progress of the work, delay is authorized in writing by the Manager due to any act or negligent act of the Owner or by authorized changes in the work, or by strikes, lockouts, fire, flood, unusual delay in transportation, epidemic, unavoidable casualties, weather of unusual severity, or any causes completely beyond the Contractor's control, and the time of completion shall be extended for such reasonable time as the Manager may decide. The Manager shall make final decisions on the jurisdiction of causes offered as a basis for extension of time. All extensions of time must be approved in writing by Manager.

Sec. 8. Permits and Codes. The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the ELEVATION work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes and regulations of the County and other applicable entities. Before installing any work, the Contractor shall examine the List of Work, General Specifications and Plan Drawings (if any) for compliance with applicable codes and regulations of the County and other applicable entities. The Owner, with the assistance of the County, will adjust this Contract by Change Order to comply with such codes or regulations, unless written waivers covering the difference has been granted by the appropriate agency or department of the County or entity, and make appropriate adjustment in the Contract Price. If the Contractor should fail to observe the foregoing provision, and proceeds with the installation of any work not in compliance with applicable codes or regulations of the County or entity, including any written waivers, not withstanding the fact that such installation is in compliance with the List of Work, General Specifications and Plan Drawings (if any), the Contractor shall correct such work without cost to the Owner, but a Change Order will be issued by the Owner to

cover only the excess cost that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

Sec. 9. Care of Work. The Contractor shall keep the premises clean and orderly during the course of the ELEVATION work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance of the work and shall remove all debris on completion of the work. All surplus materials delivered to the job site and all materials, fixtures and equipment removed and not reused shall remain or become property of the Contractor and its subcontractors and shall be removed from the job site promptly after completion as well as all rubbish and debris resulting from the Contractor's operation. *Owner shall not remove, use, or hide materials delivered to the job site by Contractor.* When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazards.

Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

Sec. 10. Insurance. Prior to commencement of the Services, Contractor shall furnish Owner and Project Manager with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Owner and Project Manager. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "C."** Owner and County shall be named as additional insured to all required coverage except for Workers' Compensation. All liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of Owner and County.

Sec. 11. Performance and Payment Bond. Contractor shall provide to Owner and Manager a payment and performance bond, each in the amount of value of the project plus 10% within ten (10) calendar days after execution of contract. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Owner/Manager reserves the right to accept or reject any surety company proposed by Contractor. In the event Owner/Manager rejects the proposed surety company, Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Owner/Manager.

Sec. 12. Contractor to Hold Owner, Manager and County Harmless. The Contractor shall indemnify, and hold harmless the Owner, Manager, the County, its Officials, employees and consultants from all liability claims and attorney's fees incurred by the indemnee, for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or

alleged to have been suffered by any person as a result of, or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

Sec. 13. General Guaranty. The Contractor shall guarantee the ELEVATION work performed under this Contract for a period of ONE (1) YEAR from the date of the completion and final payment of all work required by this Contract, and shall remedy any defect due to faulty material or workmanship, as decided by the County, and pay for any damage to other work resulting therefrom which shall appear within the period of ONE (1) YEAR from the date of the 90% final payment for such work. The Contractor shall also furnish the Owner, c/o the Manager, with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.

Sec. 14. Inspection. During and after the performance of the ELEVATION work, the Contractor and the Owner shall permit the County, the Manager, the State of Texas and/or the United States Government to examine and inspect the ELEVATION work as necessary to assure that the ELEVATION work contracted for and performed by the Contractor:

(a) will bring the property items being rehabilitated into compliance with the requirements of the FMA Guidelines; and,
(b) is being completed in accordance with the requirements of this Contract including the bid proposal, scope of work and engineered design.

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover, the locality, State, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall pay for the cost of failed inspections and untimely inspections that prevent sufficient evaluation of the work associated with the applicable milestone as determined by the inspection firm and the Manager. Inspection disputes should be sent in writing to the Manager and the County. Inspection company shall directly invoice the contractor for the cost of failed and untimely inspections. If Contractor fails to timely pay for the cost of failed and untimely inspections, Contractor hereby authorizes the payment to be deducted from the milestone being paid.

Sec. 15. Assignment of Contract. The Contractor shall not assign this Contract without the prior written consent of the County, Owner and Manager.

Sec. 16. Contract Changes. *No modifications of this Contract shall be made after its execution by the Contractor and the Owner except by written instrument signed by the Contractor, accepted by*

the Owner and approved by the Manager. In the event violation of applicable codes and/or health and safety violations are discovered during construction, said violations shall be inspected by Manager, and Owner and Contractor agree to add correction of the code violations and/or health and safety violations if funds are available. In the event funds are not available, the violations which are more severe will be corrected first, with an appropriate change order.

Sec. 17. Changes in the Work. No changes, alterations, additions, deletions or substitutions shall be made in the work or materials called for in the List of Work, General Specifications, Engineered drawings, or Plan Drawings (if any) which are part of this Contract, except by written **Change Order** signed by the Owner AND Contractor and approved in writing by the Manager. Change Orders shall be limited to covering work items, the need for which cannot be determined until sometime during the Contractor's performance of the ELEVATION work, and when issued, shall be deemed to be modifications of this Contract as originally executed by the Owner and the Contractor. All proposed Change Orders shall be reviewed and approved by the Manager before being signed by the Owner. The ELEVATION work shall be completed pursuant to the engineered design in this contract unless change orders are approved in writing.

Sec. 18. Owner to Cooperate with Contractor. The Owner shall permit the Contractor to use, at no cost to the Contractor, existing utilities such as light, heat, power and water necessary to the Contractor's performance and completion of the ELEVATION work provided for in this Contract, and shall otherwise cooperate with the Contractor to facilitate the performance of the work. The Contractor shall be responsible for the removal and replacement of rugs, coverings and furniture, etc., as necessary. The execution of this contract establishes the Contractor's right to enter the property identified in Sec. 1 of this agreement to complete ELEVATION work until project completion and final inspection approval. Under this provision, the homeowner agrees to allow the Contractor access to the property and agrees to cooperate with the Contractor to complete ELEVATION work.

Sec. 19. Occupancy Provision. The premises are not to be occupied during the course of the ELEVATION work. The Owner may not interfere with the ELEVATION work. The Owner may not enter the construction zone.

Sec. 20. Interest of County Officials and Personnel in Contract. No member of the County's staff and no officer, employee of member of the governing body of the County who exercises any functions or responsibilities in connection with the administration of FMA to which this agreement pertains shall be allowed by either the Owner or the Contractor to have any private interest, direct or indirect, in the agreement.

No officer or employee of the County or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Sec. 21. Method of Payment. Payments shall be made based upon that portion of the work which

has been completed. Contractor shall provide a sworn statement to the Owner and Manager, setting forth the percentage of the services provided which were completed pursuant to RSFQ 22-047/MR, Scope of Work, Section 1.0 and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Contractor certifying that the work was performed, it was authorized by the Manager and that all information contained in the invoice being submitted is true and correct.

Upon receipt of the Contractor's requisition for payment, the Manager shall make a partial and/or final inspection of the property to which this requisition pertains, to assure that the property has been brought into compliance with the RFSQ 22-047, and that the ELEVATION work has been satisfactorily completed in conformance with this Contract, the bid proposal, the scope of work and the engineer-stamped design. The Contractor shall be paid the Contract Price for completion of the work only after final inspection and acceptance of all work to be completed by the Contractor pursuant to this Contract, and the Contractor has furnished the Owner, c/o the Manager all guarantees and warranties due the Owner for the ELEVATION work, satisfactorily executed releases of all liens or claims for liens by the Contractor, all laborers, all subcontractors having performed any work, and all suppliers of materials, equipment and services provided to the Contractor in connection with the work. Any payments are subject to satisfactory intermediate and final inspection by the Manager. The final payment shall be made including all remaining amounts due under the Contract as adjusted in accordance with approved Change Orders and subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract. If the Manager and Owner deem it unnecessary to correct work injured or not done in accordance with this Contract and its attachments, an equitable deduction from the Contract Price based solely upon the judgment of the Manager, shall be made therefore. The retainage payment shall be made 30 day after the final payment subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract which may arise during the 30-day period. No payment made under the Contract shall act as a waiver of the right of the Owner to require the fulfillment of all Contract terms.

The Owner agrees to allow payment in full to the Contractor, subject to the County's acceptance of the Housing ELEVATION work as satisfactorily completed in accordance with this Contract, the scope of work, the bid proposal and the engineer-stamped design.

Sec. 22. Applicable Law. The laws of the State of Texas govern all disputes arising out of or relating to this Contract. The parties hereto acknowledge that venue is proper in JEFFERSON County, Texas for all legal actions or proceedings arising out of or relating to this Contract and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Sec. 23. Disputes. All disputes arising under this Contract or its interpretations, whether involving law or fact or both, extra work, and all claims for alleged breach of contract shall be presented in writing by the Contractor or Owner to the Manager, within TEN (10) DAYS of commencement of the dispute, for decision by the Manager. Such claims shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. While the claim is reviewed, the Contractor shall proceed with the work. Any work stoppages must be approved in

writing by the Manager. Any claim not presented within the time limit specified in this section shall be deemed to have been waived. Each decision by the Manager will be in writing and will be emailed and mailed by regular mail to the Contractor and the Owner. If the Contractor does not agree with any decision of the Manager, the Contractor shall in no case allow the dispute to delay the work on the other items in this Contract, but shall promptly notify the Owner and the Manager that he is proceeding with the work on the other items in this Contract under protest and he may then except the matter in question from the final lien release until the dispute has been resolved according to law. The Owner agrees to allow the Contractor to complete all necessary work under this contract while disputes are reviewed for decision by the Manager.

Sec. 24. Liquidated Damages. It is agreed between the Owner and the Contractor that damages due to delay are impossible to determine and that in the event the Contractor does not complete the work required under this Contract within the specified time, the Contractor shall be liable for and shall deduct from the total Contract amount as liquidated damages, the sum of ONE HUNDRED DOLLARS AND NO CENTS ($100.00) FOR EACH CALENDAR DAY OF DELAY from the date stipulated for completion in this Contract except as modified by Change Order or conditions stated in Sections 5 and 14 until such work is satisfactorily completed and accepted. The Contractor maybe excused from liquidated damages in the event that delays are approved in writing from the Manager as set forth in Section 7.

Sec. 25. Termination. The Manager shall notify the Contractor of Owners intent to declare the Contractor in default in the performance of this Contract in case(s) where the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, scope of the work, bid proposal and/or the engineer-stamped design, or fails to proceed with or complete the work within the time limit specified in this Contract or the provisions of the Contract are otherwise violated by the Contractor. The Manager shall notify Owner of Contractor's intent to declare the Owner in default if the provisions of the Contract are otherwise violated by Owner. Such NOTICE OF INTENT TO DECLARE DEFAULT shall contain the reason(s) for the intent of such declaration and the Contractor and/ or Owner shall be declared in default and his/her right to proceed under the Contract terminated, unless such Contractor and/ or Owner corrects such violation or satisfactory arrangements are made for its correction within TEN (10) DAYS after date of notice of Notice Intent to Declare Default was emailed and mailed by certified mail return receipt requested. Should the Contractor and/or Owner not meet the requirements mentioned above, the respective party shall declare the other party in default upon TWO (2) DAYS Notice of Declaration. If the Contractor is declared in default, the Owner, with the assistance of Manager, will proceed to have the work completed through Contractor's Bond. Contractor shall be responsible for any damages resulting to the Owner and/or Manager by reason of said default. In the event of any breach of this Contract and/or unsatisfactory work, the Owner, upon written approval by the Manager, may at his option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the Contractor hereunder. If the Owner is declared in default of this agreement by Contractor, the Owner will be responsible for completing the ELEVATION work outside of the FMA. Owner will be required to re-pay County all money expended on the ELEVATION work. Owner hereby acknowledges and approves County filing a lien in the County Clerk's Official Records on the property subject to the ELEVATION to secure the funds expended on the ELEVATION.

Sec. 26. Effective Date of Agreement. This Agreement shall not become a Contract binding upon the parties concerned until these parties have properly signed this Agreement.

Sec. 27. Contractor Work Environment. This Agreement establishes the Contractor's right to a productive and safe work environment. Harassment, interference, or other action(s) committed by the Owner that are contradictory to timely, and safe completion of ELEVATION work on the part of the Owner are in violation of this agreement. Any complaints arising from this agreement shall be presented to the Manager and County in writing within five (5) business days of the first occurrence of harassment, interference, or other action(s) committed by the Owner.

Sec. 28. State Auditor Clause. By executing this Contract the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Sec. 29. Financial Records Clause. The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

Sec. 30. Ownership Clause. The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORs will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

Sec. 31. No Debt Against the State Clause. This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

Sec. 32. Licenses, Permit and Insurance Clause. For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.
The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

ADDITIONAL CONTRACT PROVISIONS

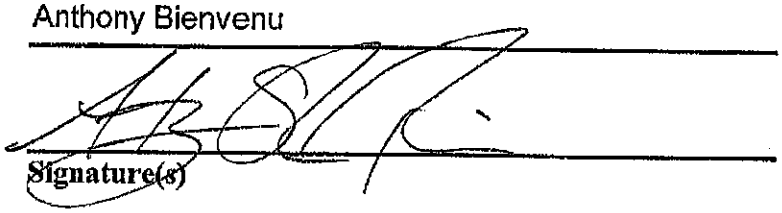
If this Contract includes additional provisions not included in the General Conditions, and such documents stated in Section 2, such additional provisions shall be attached to this Contract prior to its execution by the Contractor and the Owner. If no additional provisions are to be included in this Contract, this Contract shall so state by having the word "NONE" written or typed on the following line. NONE.

Any and all revisions attached to "Notice to Proceed".

IN WITNESS WHEREOF, the Contractor and the Owner have executed this Contract as of the date first above written.

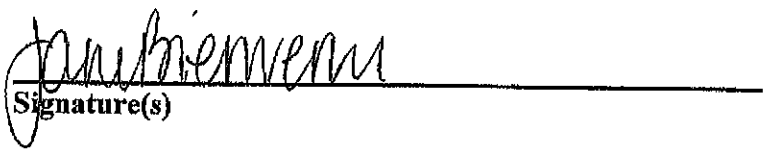
HOMEOWNER(S)

Anthony Bienvenu



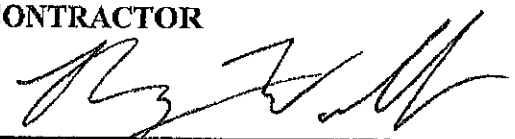
Signature(s)

Jane Bienvenu



Signature(s)

CONTRACTOR



Signature Contractor's Authorized Representative

Printed Name: Ryan Vess

EXHIBIT A

QUALIFIED BIDDER

The Manager has reviewed received bids and has determined that the Owner's contractor selection, **CONSTRUCTION CONTRACTOR** has submitted a bid within the acceptable limits and is a qualified bidder. As such, the County is in agreement with the terms of this contract between the Owner and the Contractor.

Jeff Branick
JEFFERSON County Judge

January 15, 2025
Date

Andrea Hebert
Project Manager, TIDAL BASIN

2/3/2025
Date

ATTEST
DATE 1/28/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

EXHBIT B

DETAILED CONTRACTOR BID

From: Fran Lee
To: Andrea Hebert
Subject: "EXTERNAL"Fw: TWDB Concurrence EMT-2020-FM-007-0010-9900 Winzer Road
Date: Tuesday, November 12, 2024 4:10:34 PM
Attachments: image.png
E104 - Homeowner Elevation Bid-9900 Winzer Rd - FINAL - 10-31-24 (1).pdf

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Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Raddiete Sogaolu <Raddiete.Sogaolu@twdb.texas.gov>
Sent: Tuesday, November 12, 2024 4:11:42 PM
To: Fran Lee <Fran.Lee@jeffcotx.us>
Cc: Kathy Hopkins <Kathy.Hopkins@twdb.texas.gov>; Caleb Rodriguez <Caleb.Rodriguez@twdb.texas.gov>
Subject: TWDB Concurrence EMT-2020-FM-007-0010-9900 Winzer Road

Fran,

TWDB concur with the attached bid and the County in the amount of $184,693.65 for 9900 Winzer Road (which is an increase in the amount submitted in the application). Please include this email in the grant file for this property. This email should also be included as a supporting document when seeking reimbursement or advance of federal funds for this property.

Please note that for the Sod Finishing Detail the Item price is off by a penny, but the subtotal for finishing detail add up correctly.

Please let me know if you have any questions concerning this matter.

Thank you,

-Raddiete

Raddiete Sogaolu, MS| Flood Mitigation Grant Coordinator | **Texas Water Development Board**
1700 N. Congress Avenue 5th Floor | Austin, TX 78711 | 512-936-0885|
Raddiete.sogaolu@twdb.texas.gov | www.twdb.texas.gov

TEXASFLOOD.org

Excello Homes

1245 West Cardinal Drive
Beaumont, Texas 77705
www.excellohomes.com
877.390.5438

Anthony & Jane Bienvenu
9900 Winzer Road

October 31, 2024

Elevation Type	Slab Elevation
Total Square Feet	2567
Total Elevation Height	4.5'

Item	Item Description	Quantity	Unit Cost	Item Price
Pre-Construction				
Survey	Elevation Certificates and Surveys	2	$200.00	$400.00
Engineering	Engineering & Inspections	1	$5,160.70	$5,160.70
Permits	Permits/Administrative fees	1	$2,064.28	$2,064.28
Bonding & Insurance	Bonding & Insurance/Warranty	1	$3,096.42	$3,096.42
			Subtotal	$10,721.40
Site Preperation				
Mobilization	Mobilization	1	$1,105.20	$1,105.20
Landscape Removal	Remove all landscape around home necessary for lift	0	$0.00	$0.00
Temporary Fencing	Set up temporary fence to secure construction site	1	$976.86	$976.86
Demolition	Removal of concrete driveway and rear patio	1	$571.69	$571.69
Dumpster	Haul off of debris	1	$362.10	$362.10
Toilet	Rental/Weekly cleaning of toilet	1	$1,020.23	$1,020.23
			Subtotal	$4,036.08
Excavation/Piles				
*Estimated Number of Pilings Based on Engineer Spec**		128	$222.29	$28,453.12
Blocks for Pilings	8x8x8 Blocks for Pilings	1925	$8.64	$16,632.00
Rebar Pins	Rebar pins to connect piling blocks	1280	$1.03	$1,318.40
Shims	Metal shims to ensure proper connection to slab	500	$1.30	$650.00
Wedges	Wood wedges to stabilize blocks during pile driving	200	$2.03	$406.00
			Subtotal	$47,459.52
Elevation				
Elevation Height				
Elevation of Home	Elevate Home w/ Unified Jacking System	1	$7,390.68	$7,390.68
Home Elevation - Labor	Prep home, elevate, placing beams, & removing cribing	1	$22,467.79	$22,467.79
Elevation of Porches	Elevate Front & Left Side Porches Covered by Roofline	2	$2,432.90	$4,865.80
8x8x16 Block	8x8x16 Block used to cap pilings	128	$2.81	$359.68
8x8x8 Block	8x8x8 Blocks used for interior columns	320	$8.67	$2,774.40
Pins	Rebar pins to connect piling blocks	213	$1.03	$219.39
Shims	Metal shims to ensure proper connection to slab	150	$1.30	$195.00
Wedges	Wood wedges to stabilize blocks during elevation	50	$2.03	$101.50
CMU Block Wall Enclosure	Standard CMU Block Wall enclosure per engineer design up to 4.5' with flood vents	4	$2,737.01	$10,948.04
			Subtotal	$49,322.28

* Actual number to be determined by engineer once excavation has comenced

Foundation				
*Estimated Number of Columns Based on Engineer Spec**				
Footers	Excavate, Form, Rebar, & Pour 2'x2' Concrete Footers	1	$26,863.27	$26,863.27
Columns	Form, Rebar, & Pour 16"x16" Block columns	57	$385.30	$21,962.10
* Actual number to be determined by engineer once excavation has comenced			**Subtotal**	$48,825.37

Utilities*				
Plumbing	Sub contractor disconnect/reconnect	1	$2,064.28	$2,064.28
Electrical	Electrical whip to be added to supply line	1	$1,769.38	$1,769.38
Gas	Sub contractor disconnect/reconnect	1	$1,474.48	$1,474.48
HVAC	AC unit will be attached to metal platform and raised with home	1	$589.79	$589.79
*Subs to be choosen from local area/or of homeowner choice			**Subtotal**	$5,897.93

Steps, Landings, Cargentry				
Left Side Door Landing	Build 4'x4' landing at single door and 18'LF catwalk to connect to french door, build railing around side porch pressure treated	1	$4,686.21	$4,686.21
Front Door Landing	Build railing around front porch pressure treated	1	$1,586.21	$1,586.21
Rear Door Landing	Build 4'x4' landings for both rear single doors with a 18'LF catwalk to connect pressure treated	1	$4,786.21	$4,786.21
Left Side Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,228.74	$1,228.74
Front Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,228.74	$1,228.74
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,228.74	$1,228.74
			Subtotal	$14,744.85

Finishing Detail				
Grade Yard	Use skid steer/hand shovels to grade yard for proper drainage	1	$465.19	$465.19
Sod	Order/Lay program allowed amount of sod (2 Pallets)	2	$120.03	$240.05
Gutters	Extend gutter down spouts to ground level	6	$17.06	$102.36
Lower Spigots	Bring existing water spigots to lower level	2	$90.13	$180.26
Spray Foam	Install R-Value thermal resistant (water resistant barrier) closed cell spray foam under livable space of raised slab	1	$2,342.10	$2,342.10
Final Clean	Clean entire job site to customers satisfaction	1	$356.26	$356.26
			Subtotal	$3,686.22

Grant Eligible Total:	$184,693.65

Homeowner Upgrades/Extras 10'				
Elevation to 8'	Elevate home extra 3.5' to total lift height of 8'	1		$34,820.00
Expanded landing	Expand landing an additional 20ft	1		$11,845.56

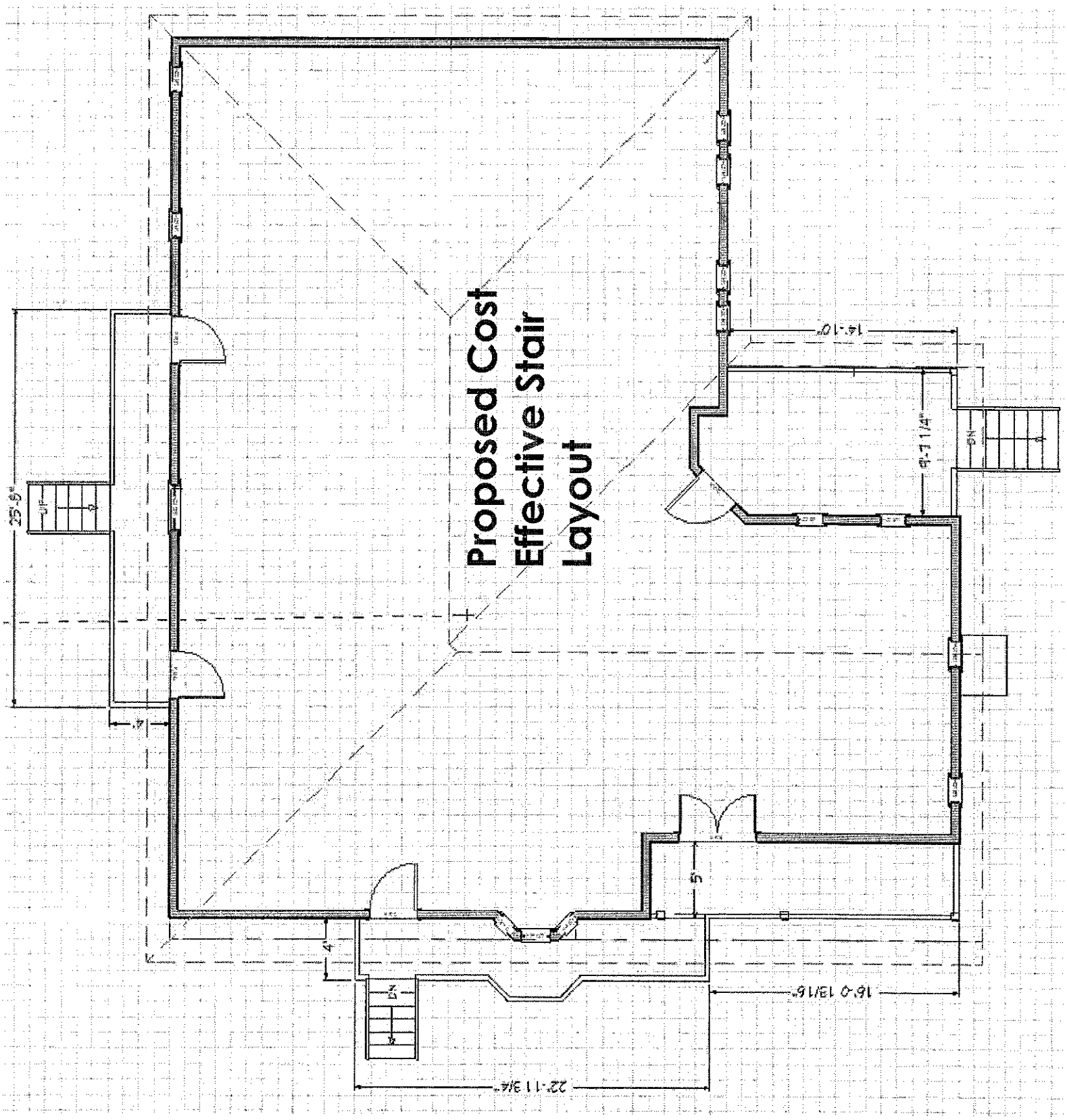
Based on email received from homeowner on 10/1/24 they have decided to stay with the minimum lift height.

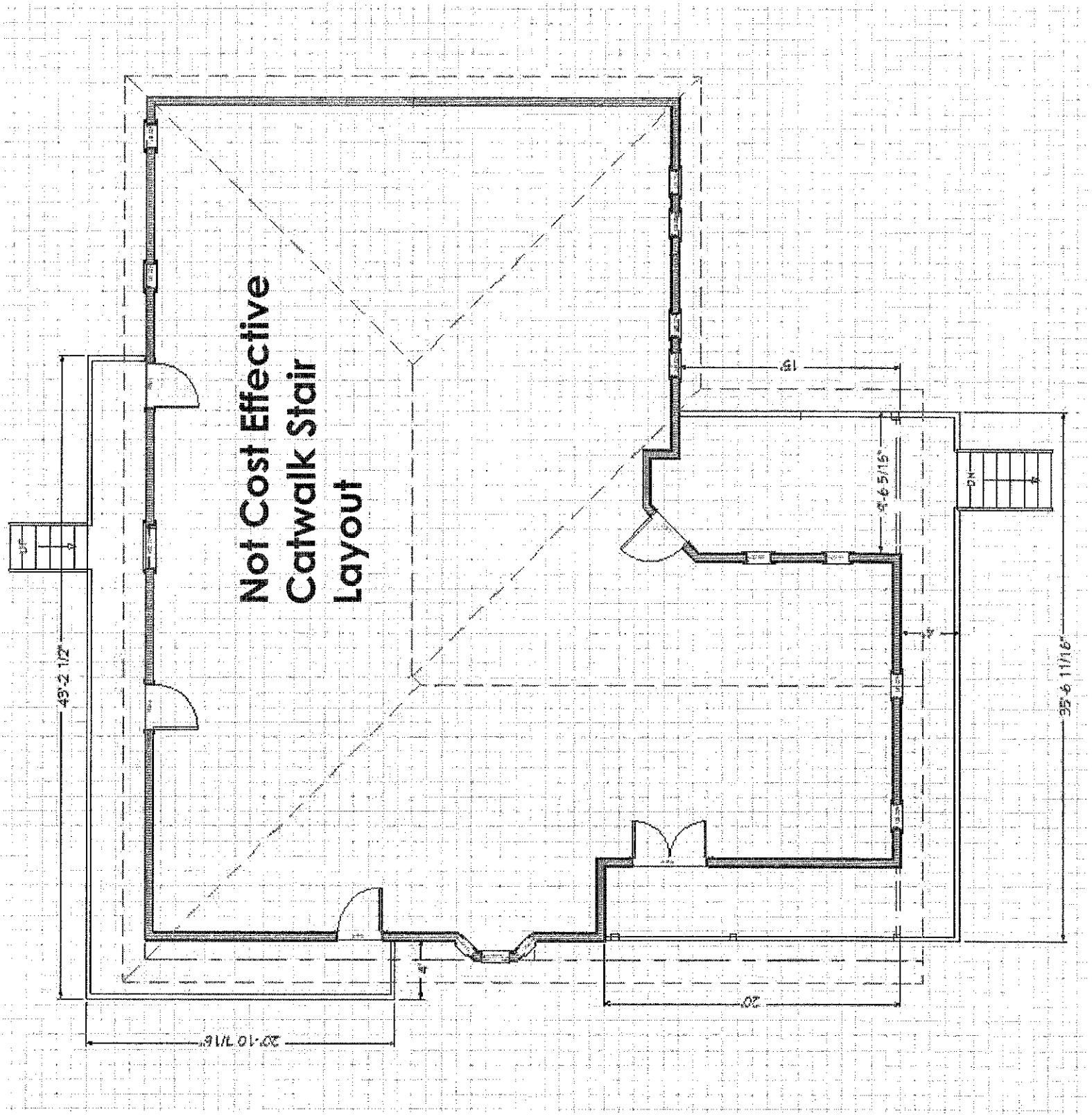
Cost Justification No Catwalk				
Left Side Door Landing	Build 4'x4' landing at single door and 18'LF catwalk to connect to french door, build railing around side porch pressure treated	1	$4,686.21	$4,686.21
Front Door Landing	Build railing around front porch pressure treated	1	$1,586.21	$1,586.21
Rear Door Landing	Build 4'x4' landings for both rear single doors with a 18'LF catwalk to connect pressure treated	1	$4,786.21	$4,786.21
Front Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,228.74	$1,228.74
Left Side Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,228.74	$1,228.74
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,228.74	$1,228.74
			Total	$14,744.85

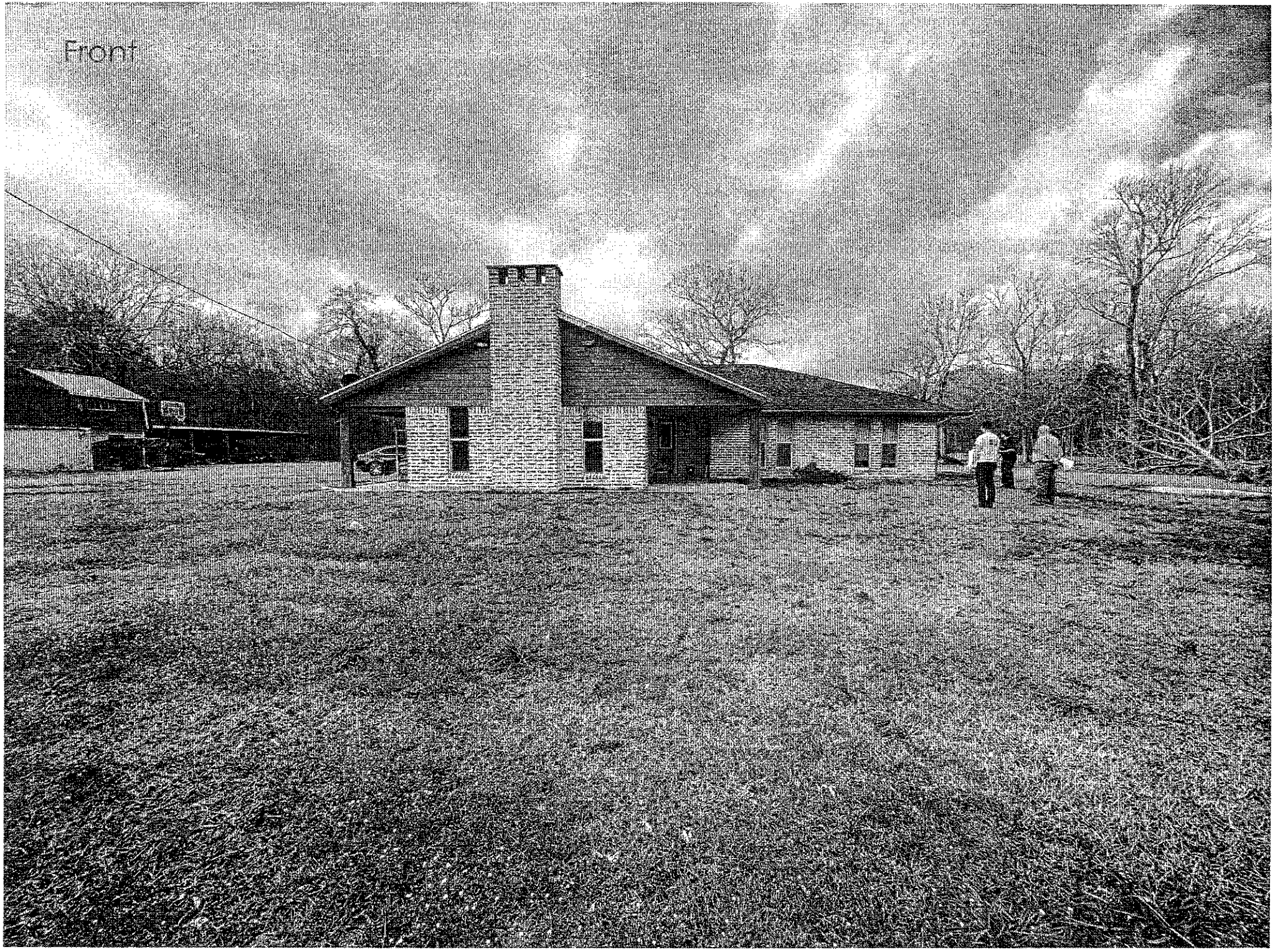
Based on cost analysis due to the low lift (4.5'). It is cheaper to build a third set of stairs to capture the French and single side door on the left of the home (driveway side).

Rather then a 35' catwalk connecting the front single door to the side french door. With 40' catwalk connecting the single side door to the rear doors.

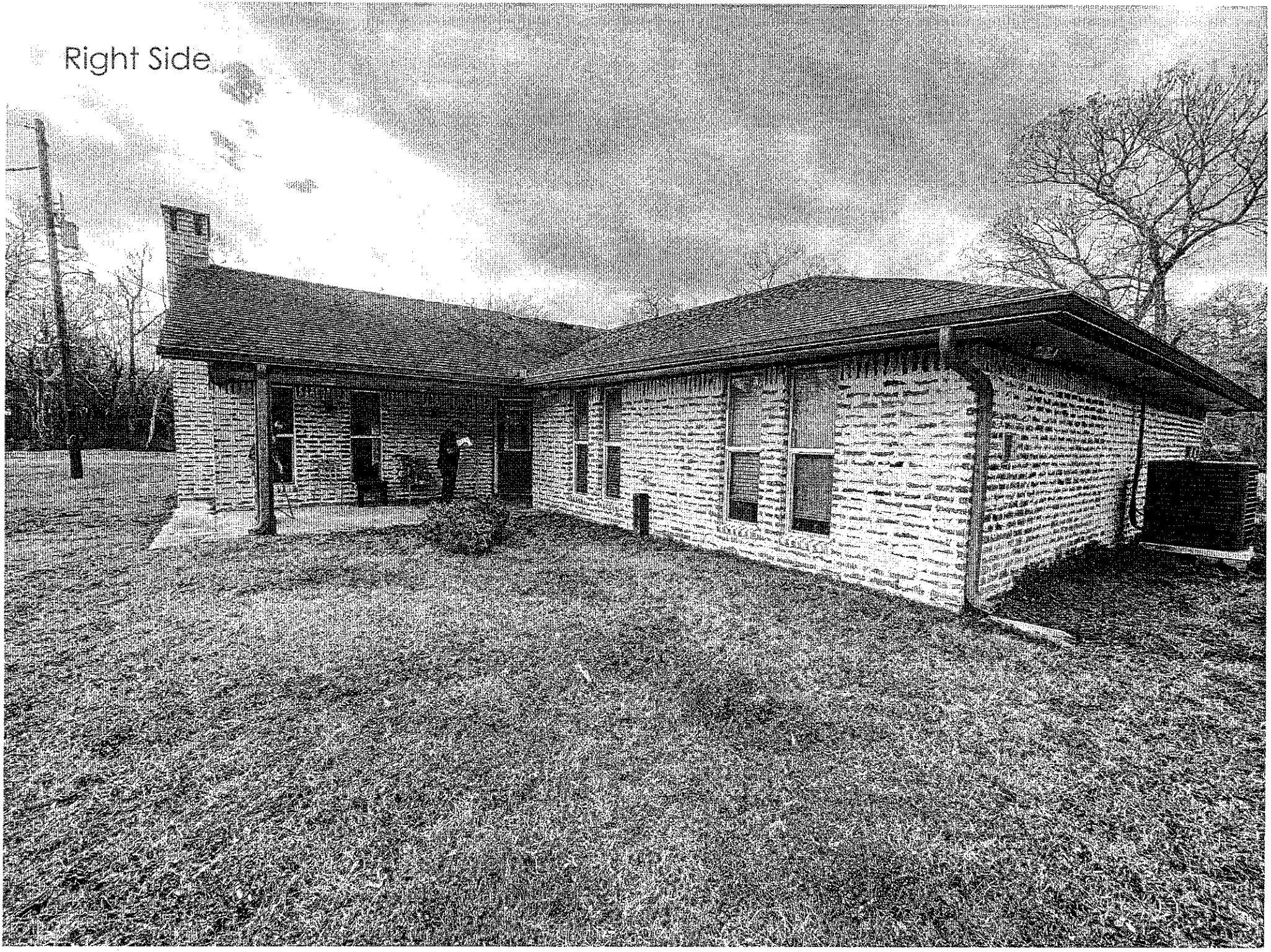
Cost Justification Catwalk				
Left Side Door Landing	Build 4'x4' landing at single door and catwalk to connect to french door, build railing around side porch pressure treated	1	$3,336.69	$3,336.69
Front Catwalk	Build catwalk to connect front porch to side porch 35'	1	$3,336.69	$3,336.69
Front Door Landing	Build railing around front porch pressure treated	1	$3,336.69	$3,336.69
Rear Door Landing	Build 4'x4' landings for both rear single doors with a catwalk to connect pressure treated	1	$3,336.69	$3,336.69
Rear Catwalk	Build catwalk to connect rear landing to side landing 40'	1	$3,336.69	$3,336.69
Front Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,228.74	$1,228.74
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,228.74	$1,228.74
			Total	$19,140.93


Proposed Cost
Effective Stair
Layout
14'-10"
6'-7 1/4"
25'-6"
5'
4'
16'-0 13/16"
22'-11 3/4"

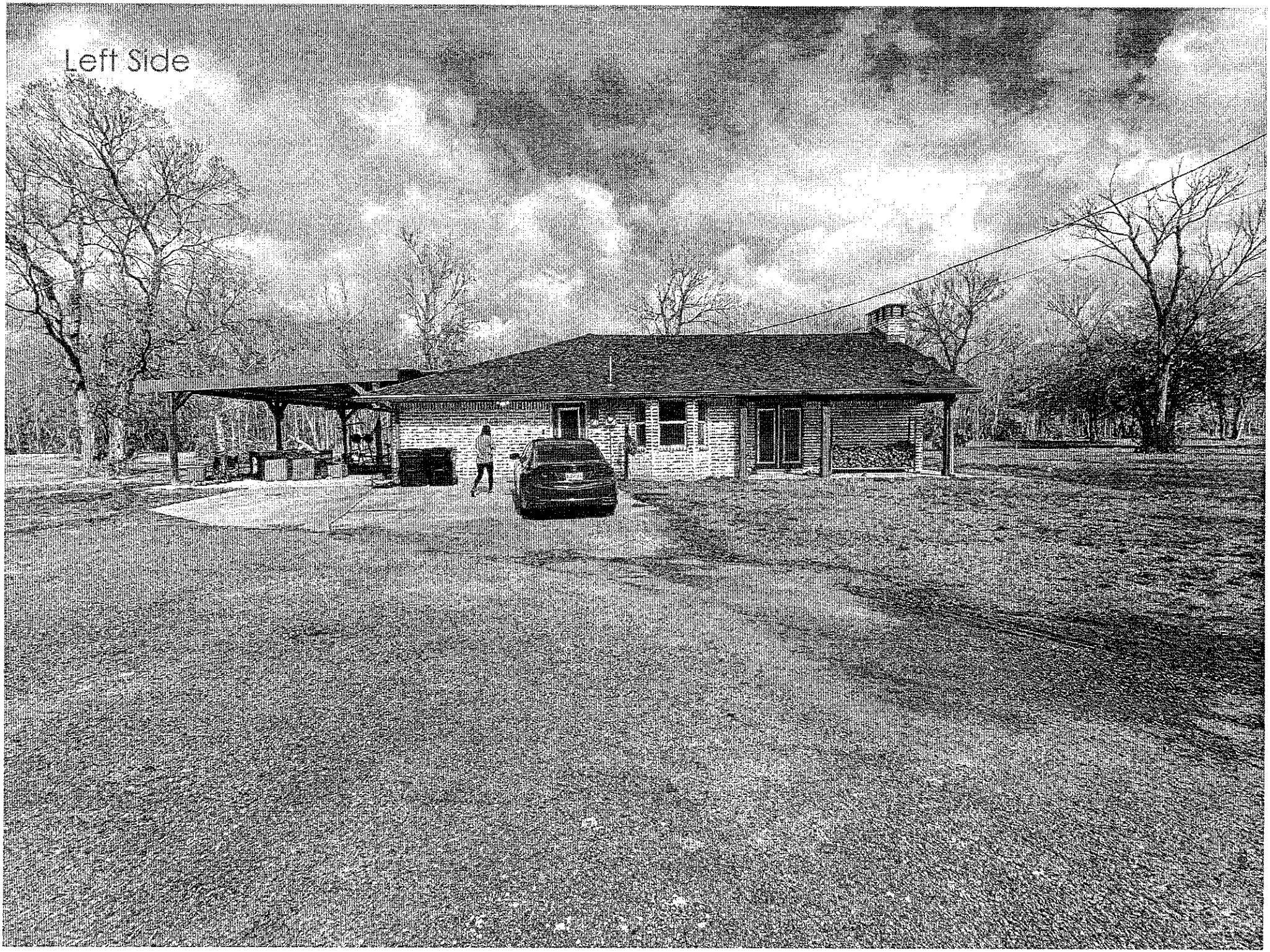

Not Cost Effective
Catwalk Stair
Layout
49'-2 1/2"
35'-6 11/16"
15'
4'-6 5/16"
20'
32'-10 7/16"

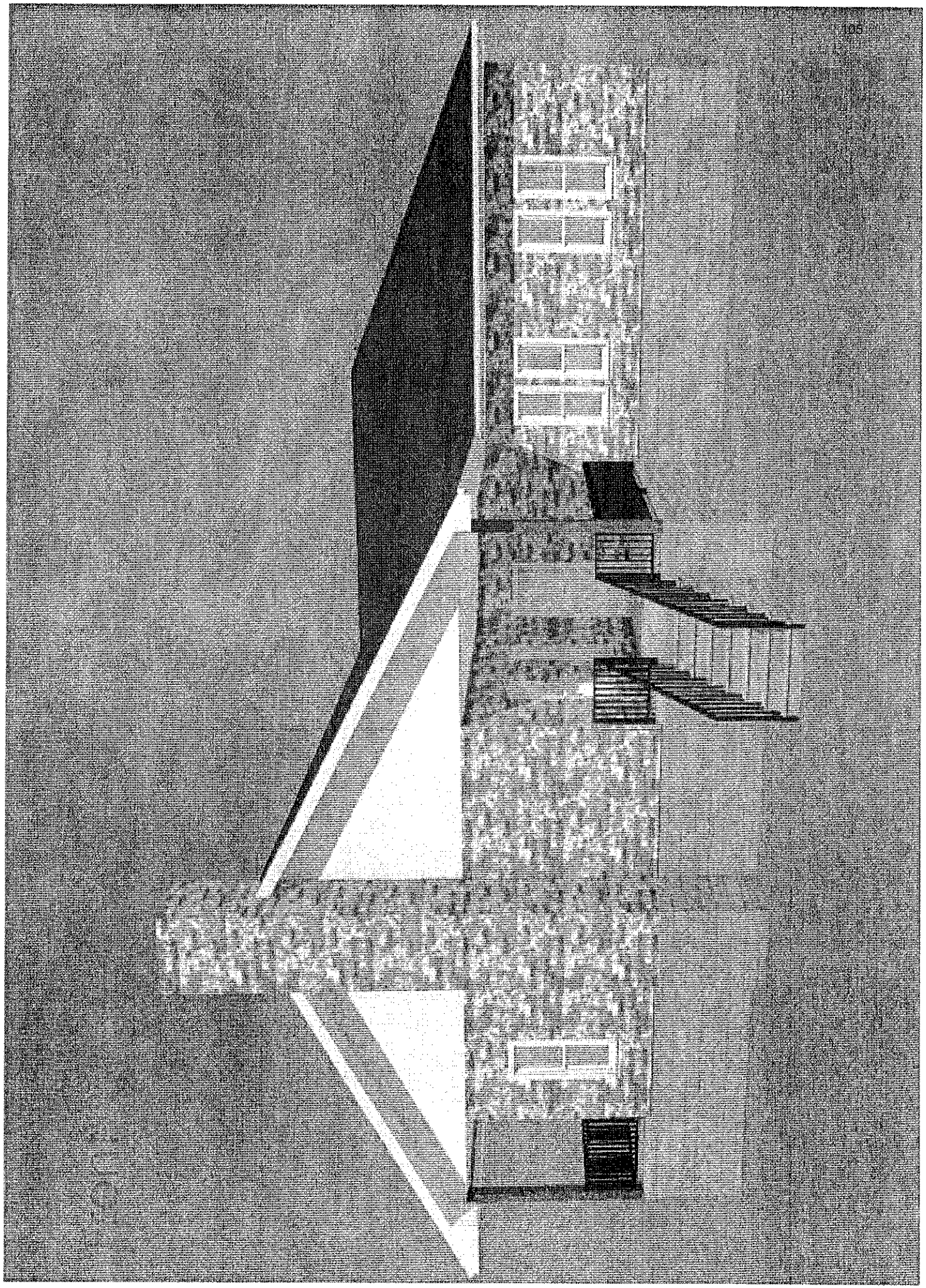

Front

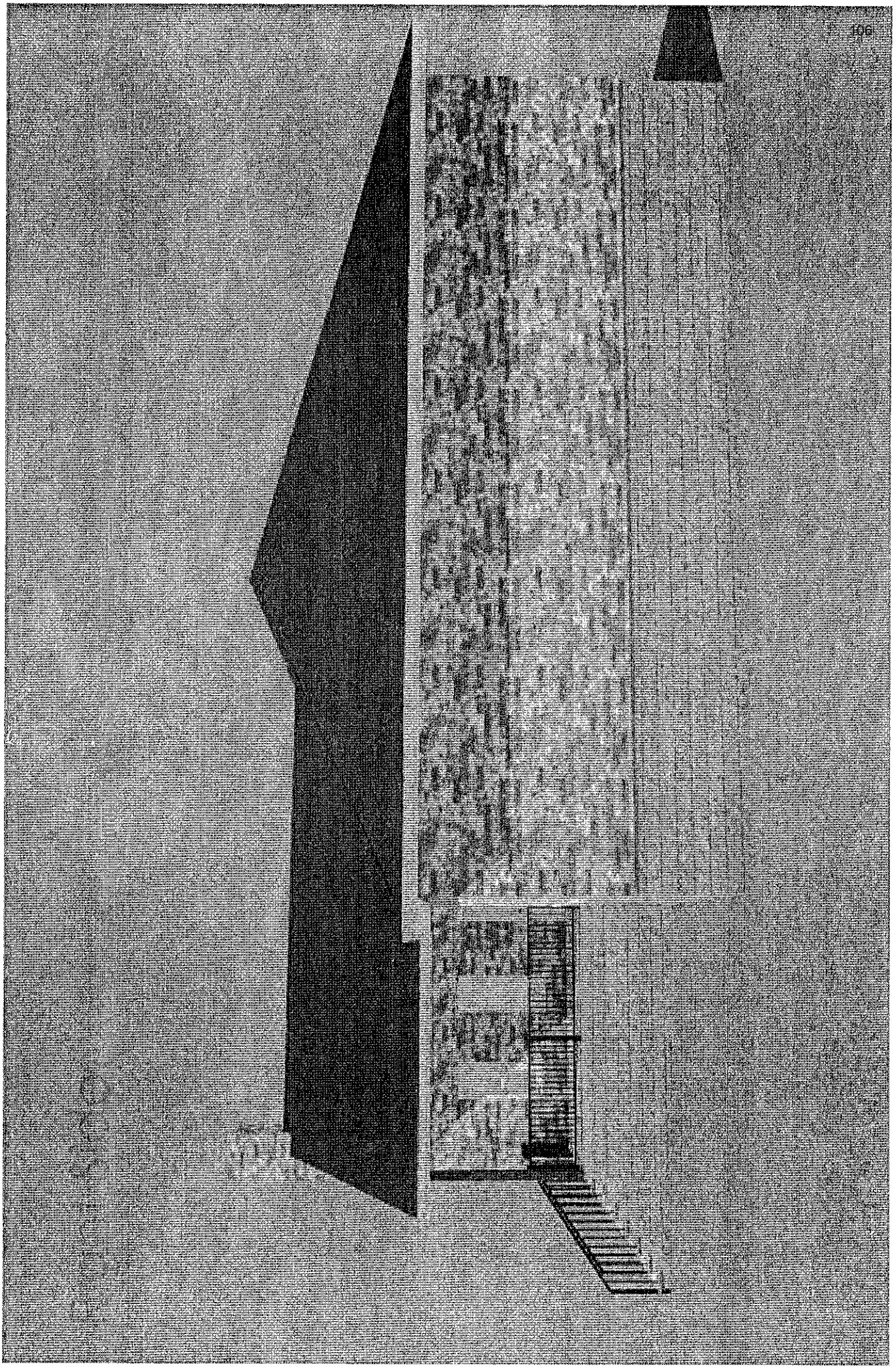
Right Side

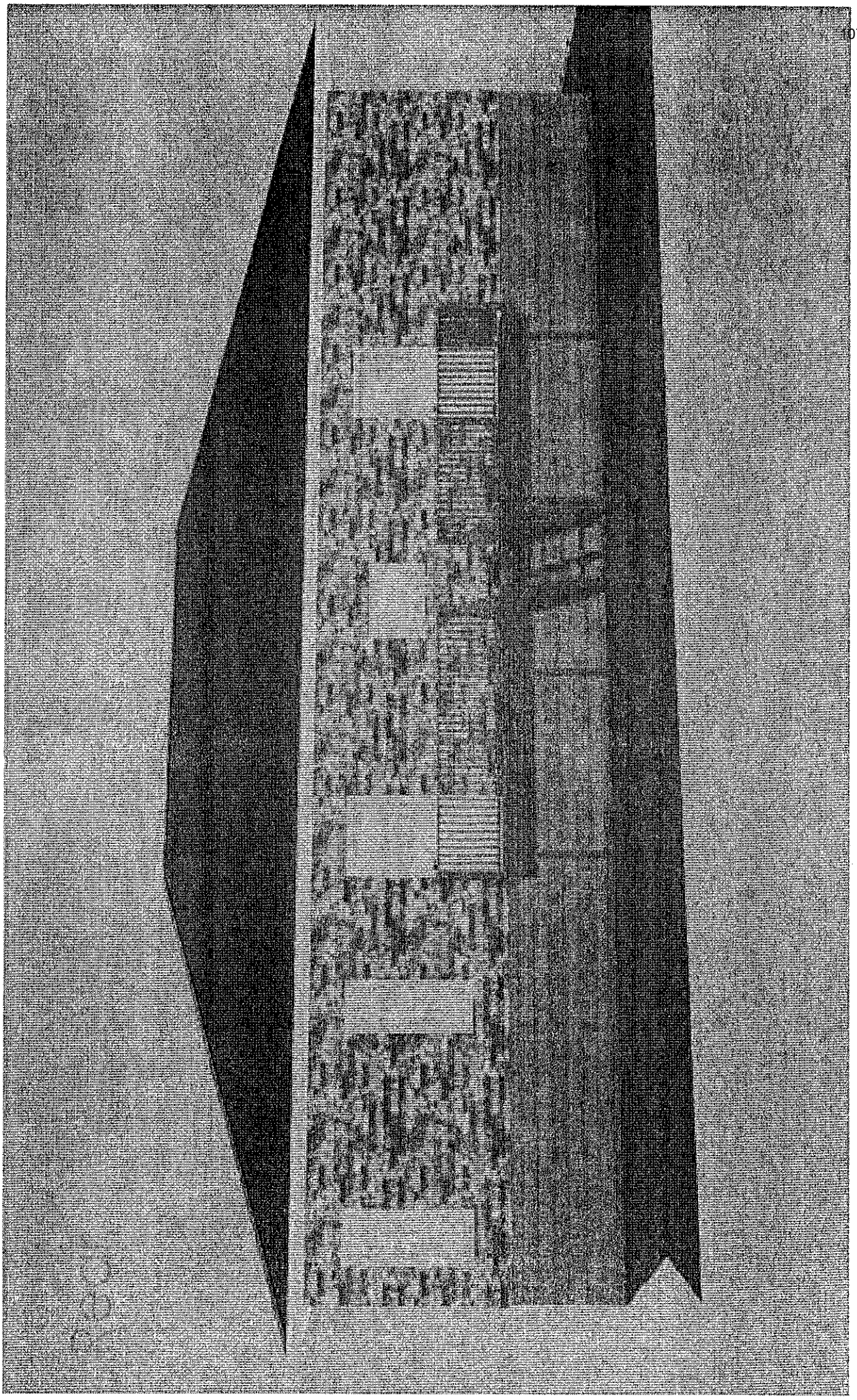


Rear


Left Side







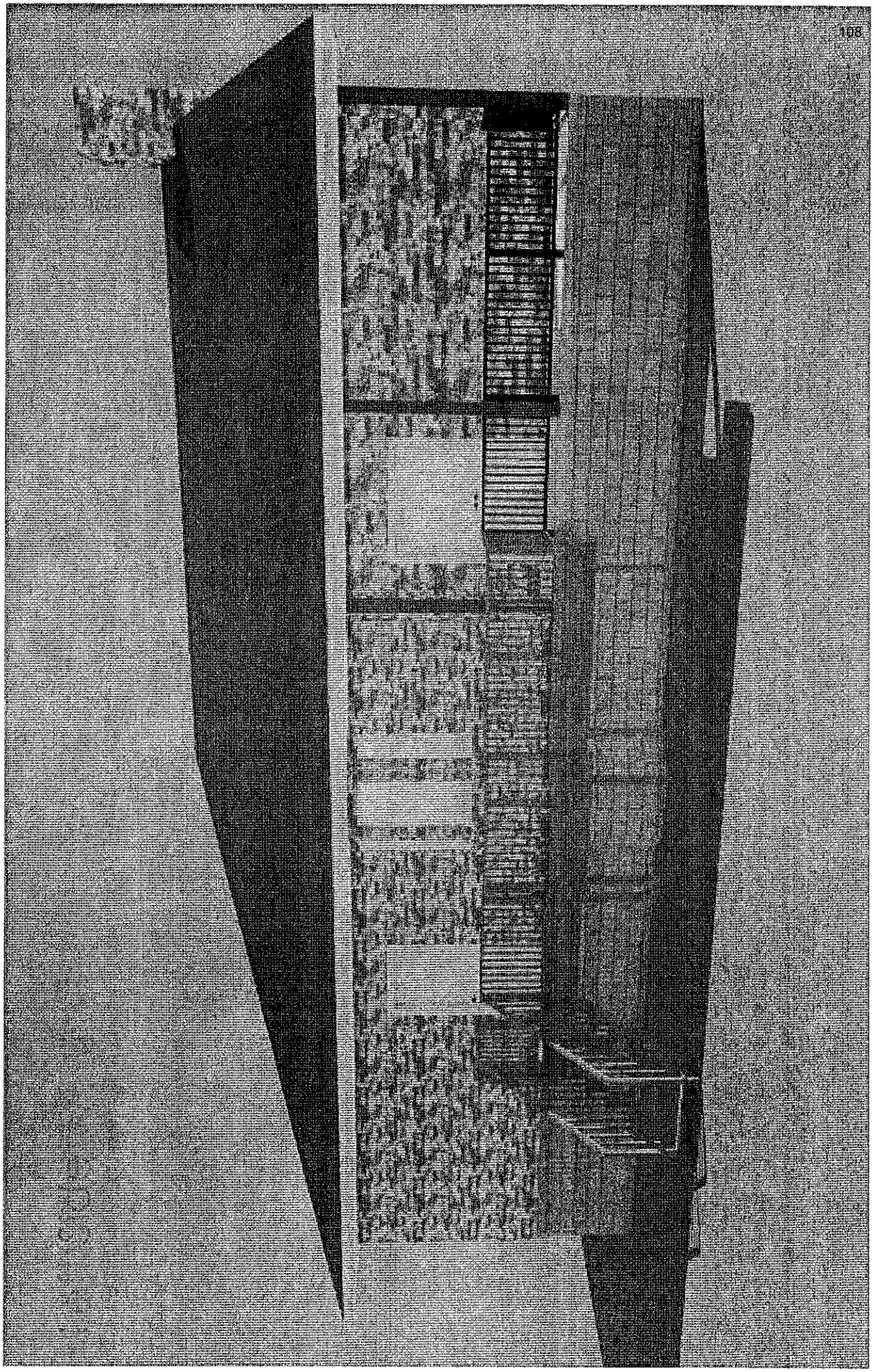


EXHIBIT C

INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$1,000,000	$1,000,000
b. Aggregate policy limits	$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000	$1,000,000
b. Property damage	$1,000,000	$1,000,000
c. Aggregate policy limits	$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

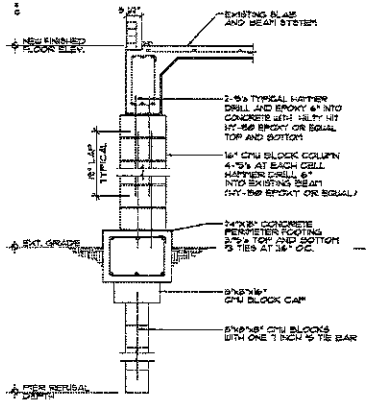
No additional payment shall be made for any insurance that the successful bidder may be required to carry.

EXHIBIT D

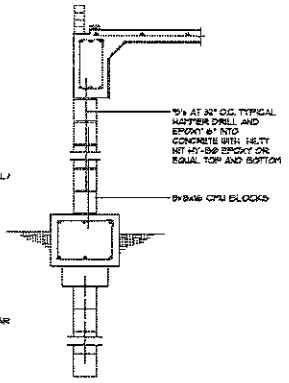
ENGINEERING DRAWINGS

PROJECT DESIGN CRITERIA

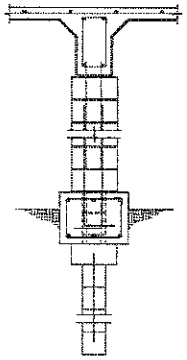
BUILDING CODE:	2021 IRC
BASIC WIND SPEED (Vasd 130 MPH):	160 MPH
RISK CATEGORY:	II
EXPOSURE FACTOR:	C



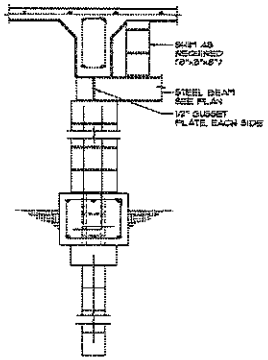
1 PERIMETER COLUMN
NOT TO SCALE



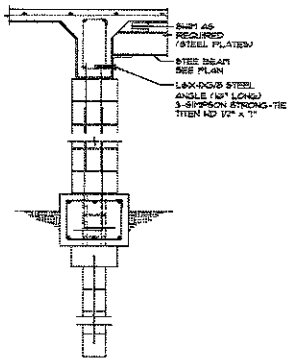
2 CMU PERIMETER WALL
NOT TO SCALE



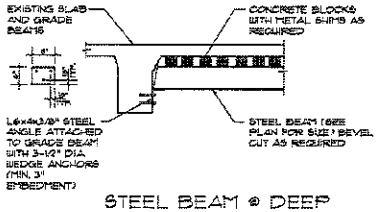
3 INTERIOR COLUMN
NOT TO SCALE



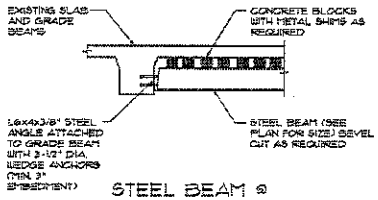
4 INTERIOR COLUMN
NOT TO SCALE



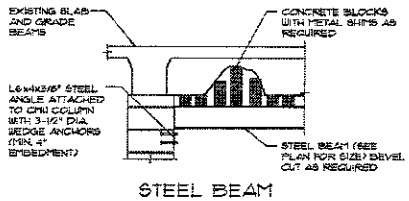
5 INTERIOR COLUMN
NOT TO SCALE



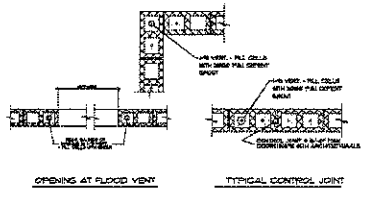
STEEL BEAM @ DEEP GRADE BEAM
6 NOT TO SCALE

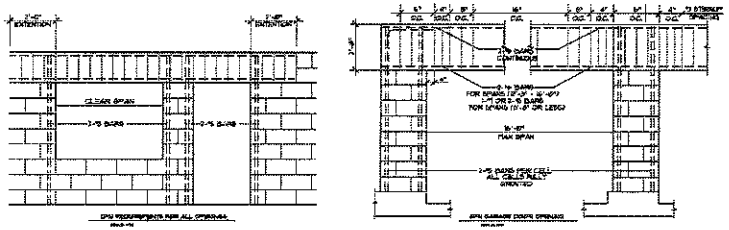


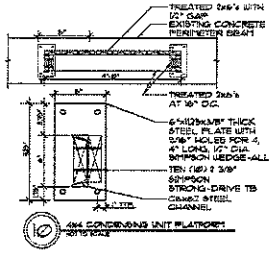
STEEL BEAM @ SHALLOW GRADE BEAM
7 NOT TO SCALE



STEEL BEAM @ CMU COLUMN
8 NOT TO SCALE







9 CMU DETAILS
NOT TO SCALE

4x4 CONDENSING UNIT PLATFORM
10 NOT TO SCALE

CONCRETE MASONRY UNIT (CMU) WALL CONSTRUCTION

1. CONCRETE MASONRY UNIT work - Shall be performed in accordance with ACI 530-13/ASCE 5-13/TMS 402-13, "Building Code Requirements for Masonry Structures" prepared by the Masonry Standards Joint Committee (MSJC).
2. HOLLOW CONCRETE MASONRY UNITS - Shall be of light weight (full) aggregate (Density between 105 and 125 PCF) conforming to ASTM C90, Type I, load bare compacted units 3-1/2" or 8" inches x 8" inches nominal dimensions (7 5/8" x 7 5/8" actual dimensions) and shall have a 28-day compressive strength, f'm = 1,500 PSI minimum on the net area of the (CMU) blocks.
3. CONCRETE BUILDING BRICK for use as solid materials or bearing pad shall conform to ASTM C55, Type I Grade S, and shall have a 28-day compressive strength, f'm = 1500 PSI minimum.
4. MORTAR - Shall conform to ASTM C270, Type S, Portland cement-limemortar cement, with a 28-day compressive strength, f'm = 1800 PSI minimum. Mortar for CMU cells below grade shall conform to ASTM C270, Type M.
5. GROUT - Shall be of the coarse type and premium aggregate size of 3/8", and conforming to ASTM C476, with a 28-day compressive strength, f'm = 2,000 PSI minimum.
6. VERTICAL REINFORCEMENT - Shall be in grout filled cores. Provide as shown on the drawings. Vertical reinforcement shall be held in place at the top and bottom and at intervals not exceeding 6 feet. The bars shall have a minimum cover of 3/4" from the inside face of the masonry, and the spacing between two adjacent bars shall be a minimum of 1 bar, not less than the bar diameter.
7. VERTICAL REINFORCEMENT DOWELS - When a dowel from the foundation does not align with a cell in the CMU block, it shall have the slanted more than 1:6(V:H), in such cases cell (shifter shifts) a CMU may be fabricated to facilitate dowel embedment in the grout poured within a cell.
8. VERTICAL REINFORCEMENT (#5, #6) - Splice lap shall be a minimum of 48 (UNO) inches, and the adjacent bars shall be tied together at splices. Vertical reinforcements may be prospaced to 8 feet, up to 40 feet, maybe, provided the splices in adjacent cells are staggered at a minimum of 3 feet and arranged such that not more than half the total number of adjacent bars are spliced at any one location, including mid-height of the wall.
9. HORIZONTAL JOINT REINFORCEMENT - Shall be of the Dur-O-Wall, galvanized, single wire, Truss-Tie type consisting of gauge wire continuous (truss and ladder) wire which shall be embedded in the face shell mortar in alternate course 16ins or 8" on center vertical.
10. HORIZONTAL JOINT REINFORCEMENT SPLICES - At splices and at corners, the lap shall be a minimum of 6 inches and shall contain at least one cross wire at each piece of the adjacent reinforcement.
11. BOND BEAMS - Consisting of 8 inches high lintel grade (unless otherwise "as shown" high bond beams are identified on the drawings) shall be provided at the top of the CMU perimeter walls, directly under the bearing structural floor and roof framing, and at mid-heights of 8-inch CMU walls, and at mid-height of the wall below the structural bearing beam (steel, footings, or beam. Bond beam shall be grout filled and provided with a minimum of 2-#5 continuous as shown (UNO). Bond beams shall be continuous except at the permission of the structural engineer at control joints and expansion joints.
12. BOND BEAM REINFORCEMENT - Provide 1" clear space between two adjacent bars. Provide 2nd clear space across the cavity and hook 90°. Provide #3 bars at corners, and lap 24 inches at splices. Use standard bond beam units.
13. CONTROL JOINTS - Provide control joints at 24 feet maximum centers and at corners and changes in wall heights.
14. LINTELS - Provide grout filled vertical and horizontal reinforcement around openings in walls and at lintel concentrations.
15. WALL OPENINGS AND WALL ENDS - The first two cells shall be reinforced with #5 vertical in each grout filled cell. Each reinforcement shall extend from the foundation to the top of the wall.

STATE OF TEXAS
RICARDO ANTONIO DAVID
85757
LICENSED PROFESSIONAL ENGINEER
01-23-2024
PE SQUARE ENGINEERING CONSULTANTS, LLC
TBPE FIRM REGISTRATION NUMBER 18966
5011 SOUTH FREEWAY EXPRESS, SUITE 100,
HOUSTON, TEXAS 77026
P: 346.666.1111 • F: 346.666.1166

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
9900 KINZER ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING ■ CONSULTANTS LLC

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FOUNDATION DETAILS

S2 OF 3

111

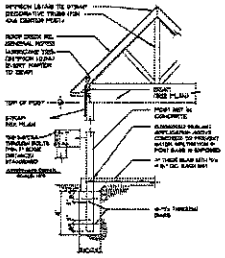
PROJECT DESIGN CRITERIA

BUILDING CODE:	2021 IRC
BASIC WIND SPEED: (Vult. 3SEC/Vs)	140 MPH
RISK CATEGORY:	II
EXPOSURE FACTOR:	B

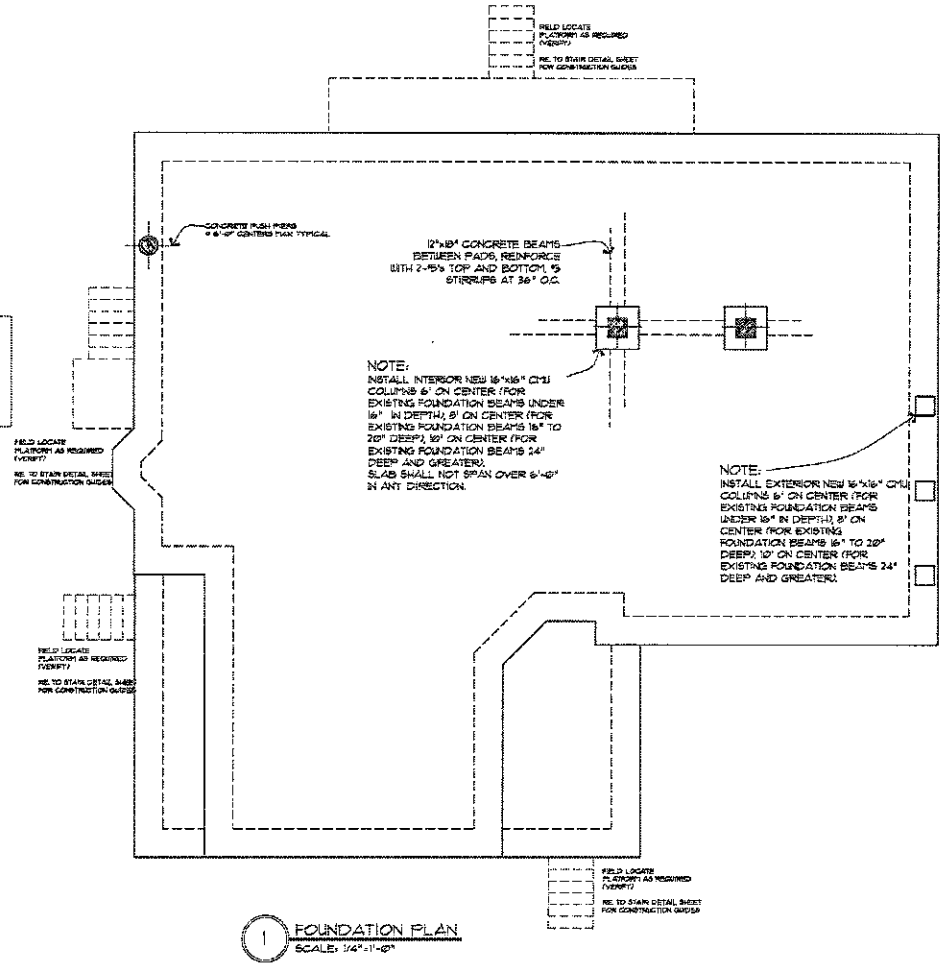
NOTE:
CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL TEXAS DEPARTMENT OF INSURANCE EVALUATION REPORTS FOR ALL COMPONENTS AND CLADDING PRIOR TO INSTALLATION IF APPLICABLE. COMPONENTS AND CLADDING INCLUDE BUT ARE NOT LIMITED TO WINDOWS, MAN DOORS, GARAGE DOORS, SIDING, ROOFING MATERIAL AND SKYLIGHTS. ENGINEER IS NOT RESPONSIBLE FOR IMPROPER INSTALLATION OR FOR INSTALLATION OF ANY UN-APPROVED PRODUCTS.

NOTE:
PILING AND PLACEMENT DIAGRAM IS AN ESTIMATE ONLY. ACTUAL PLACEMENT WILL BE REVISED AFTER EXISTING HOME IS LIFTED AND BEAM LOCATIONS ARE CONFIRMED BY JOBSITE INSPECTION.

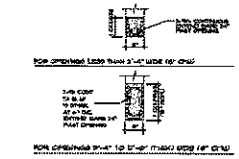
NOTE:
REFER TO FOUNDATION DETAIL SHEET FOR SUGGESTED FOUNDATION DETAILS TO BE USED FOR THE SECOND FOUNDATION LIFT STAGE. CONTRACTOR TO MONITOR AND KEEP WRITTEN RECORDS OF ALL PRESSURES APPLIED ON PUSH PIERS AND FINAL PUSH PIER DEPTH RELATIVE TO FINISH GRADE



A FOUNDATION DETAIL
SCALE: N/A



1 FOUNDATION PLAN
SCALE: 1/4"=1'-0"



NOTES:
1. PROVIDE CMU LINTELS FOR ALL OPENINGS IN INTERIOR CMU PARTITIONS AND EXTERIOR WALLS FOR EACH STEEL LINTELS ARE NOT DETAILED. SEE ARCHITECTS DRAWINGS FOR SIZE AND LOCATION OF OPENINGS. PROVIDE BY PROPER BEARING AT EACH END FOR SPANS UP TO 8'-0". FOR SPANS MORE THAN 8'-0", PROVIDE 1" OF BEARING PER FOOT OF OPENING (EACH END).
2. SEE OTHER DETAILS ON DRAWINGS OR NOTIFY ENGINEER FOR CONDITIONS NOT COVERED BY THIS DETAIL.
3. ENSURE ALL LINTELS UNTIL GROUT HAS REACHED AT LEAST 75% OF ITS DESIGN STRENGTH (TYPICAL 7 DAYS).

B CMU LINTEL

PERIMETER SEGMENTED PERMALOCK PILING

INTERIOR SEGMENTED PERMALOCK PILING

C PLAN LEGEND

STATE OF TEXAS
RICARDO ANTONIO DAVIS
85757
LICENSED
PROFESSIONAL ENGINEER
07-23-2024

PE SQUARE ENGINEERING CONSULTANTS LLC
TBPE FIRM REGISTRATION NUMBER #####
7611 SOUTH FREEDMAN DRIVE, SUITE 216
TRANSCONTINENTAL, TEXAS 75765
P: 214-478-9111 / F: 214-478-9161

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
9900 WINZER ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING ■ CONSULTANTS LLC

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FOUNDATION PLAN

S1 OF 3

2021 INTERNATIONAL RESIDENCIAL CODE
DECKS & STAIRWAYS

TABLE R301(5)
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS.

USE	LIVE LOAD
STAIRS	40 psf / 60
GUARDRAILS AND HANDRAILS	200 lbs (SI)
BALCONIES AND DECKS	40 psf

A. INDIVIDUAL STAIR TREADS SHALL BE DESIGNED FOR THE UNIFORMLY DISTRIBUTED LIVE LOAD OR A 300 POUND CONCENTRATED LOAD ACTING OVER AN AREA OF 4 SQUARE INCHES.
B. A SINGLE CONCENTRATED LOAD APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP.

LANDING. Section R311.7 IRC 2021

R311.7 Floors and landings at exterior doors. There shall be a landing or floor on each side of each exterior door. The width of each landing shall not be less than the door served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel. Exterior landings shall be permitted to have a slope not to exceed ¼ unit vertical in 12 units horizontal (2 percent). Exception: Exterior balconies less than 60 square feet (5.6 m2) and only accessible from a door are permitted to have a landing less than 36 inches (914 mm) measured in the direction of travel.
R311.7.3 A flight of stairs shall not have a vertical rise larger than 12'-7" (3) inches between floor levels or landings

WIDTH. Section R311.7 IRC 2021

R311.7 Stairs. Stairways shall not be less than 36 inches (914 mm) in clear width at all points above the permitted handrail height and below the required headroom height. The clear width of the stairway at and below the handrail height, including treads and landings, shall not be less than 31 ½ inches (787 mm) where a handrail is installed on one side and 27 inches (686 mm) where handrails are provided on both sides. Exception: The width of spiral stairways shall be in accordance with Section R311.7.10

HEADROOM. Section R311.7 IRC 2021

R311.7 Headroom. The minimum headroom in all parts of the stairway shall not be less than 6 feet 8 inches (2032 mm) measured vertically from the sloped line adjoining the tread nosing or from the floor surface of the landing or platform on that portion of the stairway. Exception: Where the nosings of treads at the side of a flight extend under the edge of a floor opening through which the stair passes, the floor opening shall be allowed to project horizontally into the required headroom a maximum of 4 3/4 inches (121 mm). The headroom for spiral stairs shall be in accordance with Section R311.7.10.1

RISER HEIGHT. Section R311.7.5.1 IRC 2021

R311.7.5 Risers. The riser height shall be not more than 7 3/4 inches (196 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above it by angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere. Exception: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.

TREAD DEPTH. Section R311.7.5.2 IRC 2021

R311.7.5 Treads. The nosing tread depth shall be 10 inches (254 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

HANDRAILS. Section R311.7.8 IRC 2021

R311.8 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers.

HEIGHT. Section R311.7.8.1 IRC 2021

R311.8.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

Handrail projection. Section R311.7.8.2 IRC 2021
R311.7.8.2 Handrails shall not project more than 4 ½ inches (114 mm) on either side of the stairway

Handrail clearance. Section R311.7.8.3 IRC 2021
R311.7.8.3 Where adjacent to a wall shall have a space of not less than 1 ½ inch (38 mm) between the wall and the handrail.

Continuity. Section R311.7.8.4
R311.7.8.4 Continuity. Handrails shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in newel posts or safety terminals. Exemption: 1. Handrails shall be permitted to be interrupted by a newel post at the turn. 2. The use of a volute, turnout, starting easing or starting newel shall be allowed over the lowest tread.

GRIP-SIZE. Section R311.7.8.5 IRC 2021

R311.7.8.5 Grip-size. All required handrails shall be of one of the following types or provide equivalent graspability. 1. Type 1 Handrails with a circular cross-section shall have an outside diameter of at least 1 ¼ inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is non-circular, it shall have a perimeter dimension of at least 4 inches (102 mm) and not greater than 6¼ inches (160 mm) with a cross-section dimension of at least ¼ inch (6.4 mm) between the 3 ½ inches (89 mm) and 2 inches (51 mm) from the narrower edge. All edges shall be rounded, and the two shall be no more than 9 ½ inches (241 mm) apart. A minimum headroom of 6 feet 6 inches (1981 mm) shall be provided. R311.7.8.2 Bulkhead enclosure stairways. Stairways serving bulkhead enclosures not part of the required building egress, providing access from the habitable ground level to the basement shall be exempt from the requirements of Sections R311 and R311 where the stairway height from the basement finished floor level to grade adjacent to the stairway does not exceed 8 feet (2438 mm) and the grade level opening for the stairway is covered by a bulkhead enclosure with hinged doors or other approved means.

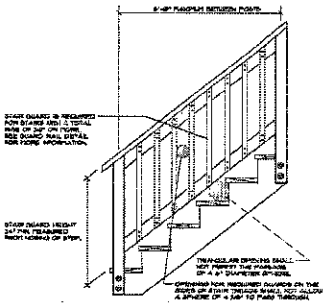
GUARDS. Section R312.1 IRC 2021

R312 Guards. Guards shall be provided in accordance with Sections R312.1 through R312.3 where required. Guards shall be located along open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

R312.1 Height. Required guards at open-sided walking surfaces, including stairs, porches, balconies or landings, shall be not less than 36 inches (914 mm) high measured vertically above the adjacent walking surface, adjacent fixed seating or the line connecting the leading edges of the treads.
Exceptions:
1. Guards on the open sides of stairs shall have a height not less than 34 inches (864 mm) measured vertically from a line connecting the leading edges of the treads.
2. Where the top of the guard also serves as a handrail on the open sides of stairs, the top of the guard shall not be less than 34 inches (864 mm) and not more than 38 inches (965 mm) measured vertically from a line connecting the leading edges of the treads.

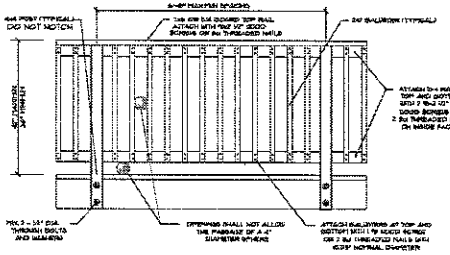
GUARD OPENING LIMITATIONS. Section R312.3 IRC 2021

R312.3 Opening limitations. Required guards shall not have openings from the walking surface to the required guard height when allow passage of a sphere 4 inches (102 mm) in diameter.
Exceptions:
1. The triangular openings at the open side of each, formed by the riser, tread and bottom rail of a guard, shall not allow passage of a sphere 6 inches (152 mm) in diameter.
2. Guards on the open side of stairs shall not have openings which allow passage of a sphere 4 3/8 inches (111 mm) in diameter.

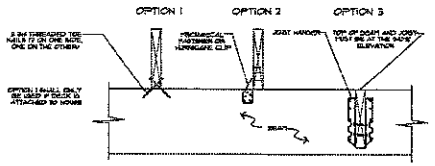


1.1 STAIR GUARD REQUIREMENTS

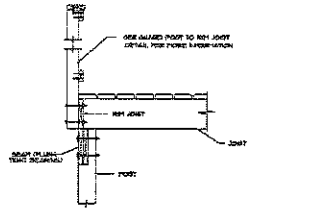
GUARD POST NOTE:
GUARD POSTS MAY BE INSTALLED TO THE INSIDE OF RIM JOISTS AND STRINGERS AT BUILDER'S DISCRETION (ATTACHMENT SIMILAR)



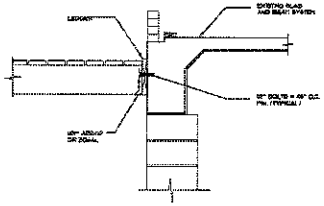
TYPICAL GUARD RAIL



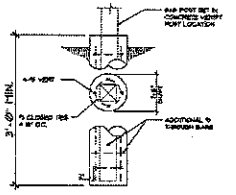
3.1 JOIST TO BEAM ATTACHMENT



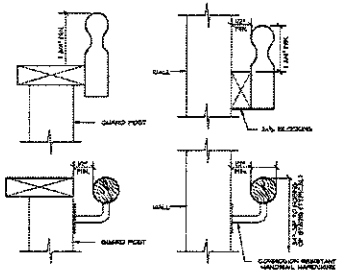
DECK ATTACHED, GUARD DETAIL AND BEARING OVER BEAM



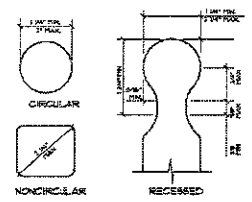
5.1 DECK ATTACHED AT HOUSE SLAB & BEAM SYSTEM



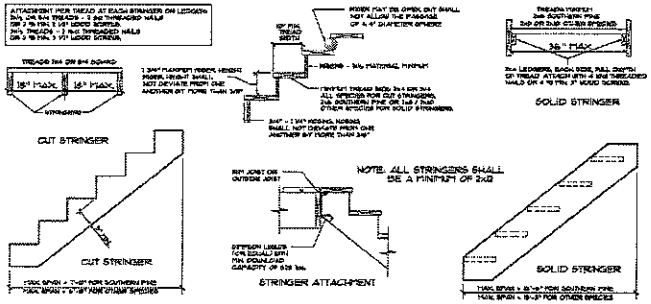
FOOTING REQUIREMENTS FOR DECKS & STAIRS SUPPORTS



7.1 HANDRAIL MOUNTING



HANDRAIL GRIP SIZE



9.1 STAIR STRINGER, TREADS, RISERS AND TREAD CONNECTION REQUIREMENTS

RICARDO ANTONIO DAVID
88757
LICENSED
PROFESSIONAL ENGINEER
07-03-2024
PE SQUARE ENGINEERING CONSULTANTS, LLC
TBPE FIRM REGISTRATION NUMBER #20147
3917 NORTH FREEWAY DRIVE, SUITE 350,
HOUSTON, TEXAS 77022
P: 281-949-9111 • F: 281-949-9944

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
9900 WINZER ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING • CONSULTANTS LLC

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STAIR DETAILS

S3 OF 3

Voluntary Elevation Agreement

Between

Jefferson County

And

Craig Guillory and Faye Bell-Guillory

THIS AGREEMENT, (the "Agreement") is made and entered into on this 15th day of January, 2025, by and between the County of Jefferson, a political subdivision of the State of Texas, herein represented by its Director of Floodplain Management (hereinafter referred to as "COUNTY") and **Craig Guillory and Faye Bell-Guillory**, owner(s) of the Property identified in section 4.2 (hereinafter referred to as "PARTICIPANT").

On September 20, 2022 the County accepted the grant award from the Texas Water Development Board through the Federal Emergency Management Agency which featured the Property identified in Section 4.2.

1.0 Administration of Agreement.

1.1 County. All work shall be under the direction of the Director of the Department of Floodplain Management; (hereinafter referred to as "COUNTY"), and all requests, plans, reports, etc. shall be submitted to the Department of Floodplain Management. All approvals and administration of this Agreement shall be through the department unless tasks are designated to the project management or construction supervision firms.

1.2 Project Management Services. As authorized by executed Task Order dated September 14, 2022 and Notice to proceed dated August 24, 2021, Tidal Basin, has been awarded the contract to perform project management services for properties in the 2020 FMA Grant (Elevations) under RFP 21-024/YS. Tidal Basin may be reached at (985) 233-0268 or 126 Business Park Drive, Utica, NY 13502.

1.3 Construction Supervision Services. As authorized by Court Order, dated August 9, 2022 and Task order dated December 13, 2022, Comal Design Group has been awarded the contract to perform construction supervision services for properties in the FMA and HMA grants under contract no. RFSQ No. 22-50/MR. Clint Harris may be reached at (281) 687-7363 or via email at clintharris@comaldesign.com.

1.4 **Site Visits.** DHS/FEMA and/or TWDB, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of PARTICIPANT under this Grant, PARTICIPANT shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

2.0 **Scope of Agreement.** PARTICIPANT is eligible for payment of eligible expenses detailed in Exhibit A under the Federal Emergency Management Agency's Flood Mitigation Assistance Grant Program for an amount not to exceed federal share of **$256,838.01** for the Elevation of the Property identified in Section 4.2 with a PARTICIPANT required non-federal share of **$0.00** (the "Project").

2.1 Project funding cannot duplicate funds received by or available to PARTICIPANT from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs, legal awards, or other benefits associated with properties or damage that are subject of litigation. PARTICIPANT must identify any potential duplication of benefits.

2.2 PARTICIPANT acknowledges and agrees that this Project is paid for by Federal funds, and that the following applies:

2.2.1 The COUNTY is paying the Federal portion of the Project upfront and is not reimbursed until the Project is completed;

2.2.2 PARTICIPANT is required to cooperate with TIDALBASIN and the selected Contractor, and the third-party inspector;

2.2.3 All materials delivered to the Project are for the Project and may not be removed, used or utilized, or hidden by PARTICIPANT;

2.2.4 PARTICIPANT must allow Contractor and all subcontractors access to the Property while the Project is in progress;

2.2.5 PARTICIPANT must treat Contractor and subcontractors with respect;

2.2.6 If PARTICIPANT prevents Contractor and/or subcontractors from performing the job contracted for, this Contract may be terminated and PARTICIPANT will be required to re-pay COUNTY all funds expended up to termination of this Contract. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.2.7 COUNTY will pay all milestones within 30 days of receipt after inspection and approval by the third-party inspector if the milestone complies with the engineer-stamped design drawings and the scope of work outlined in project documents.

2.2.8 Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will be responsible for all costs expended up to the termination. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.3 PARTICIPANT acknowledges that the property identified in section 4.2 of this agreement shall be elevated either three (3) feet above the best available BFE as determined by the County Floodplain Administrator or one (1) foot above the highwater flood elevation for the structure, whichever is higher and that no lower elevations are allowed under this agreement. Base Flood Elevation will be verified with an elevation certificate; the highwater flood elevation will be verified using alternate documentation such as pictures or videos of water level experienced.

3.0 **Notice to Proceed**. The PARTICIPANT shall be issued the following Notices to Proceed from the Project Management Firm.

3.1 **Procure Bids**. TIDAL BASIN will coordinate with all County-approved list of contractors a pre-bid meeting at the Property. PARTICIPANT will be required to participate in the pre-bid meeting. After pre-bid meeting, all contractors will provide bids to TIDAL BASIN. TIDAL BASIN will provide the summarized bids to PARTICIPANT to select the contractor of his/her/their choice. PARTICIPANT contractor selection shall be submitted to TIDAL BASIN in writing. TIDAL BASIN, PARTICIPANT and Contractor shall review, discuss the project, and finalize all documents.

3.2 **Notice to Procure Engineering.** After finalization of all documents with Contractor, TIDAL BASIN shall issue a notice to proceed with engineering drawings to the Construction Contractor with copy provided to PARTICIPANT.

Selected Construction Contractor shall submit the engineer design plans to TIDAL BASIN for grant compliance review. Engineer design plans will be compared to the detailed cost estimate by TIDAL BASIN.

Engineer design plans and detailed cost estimate may require revision(s) by Engineer and/or selected Construction Contractor to ensure federal funds will be expended on expenses that are necessary, allocable, and reasonable. PARTICIPANT will approve and sign off on any design changes required. Should items included in engineer design plans and/or detailed cost estimate be deemed ineligible federal cost under section 2.0, the costs are the responsibility of the PARTICIPANT and need a separate work agreement and proof of payment.

Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will pay the cost of engineering and design to the Contractor.

3.3 **Notice to Proceed with Construction.** After review and approval of engineer design plans and detailed cost estimate, TIDAL BASIN shall schedule a meeting with the PARTICIPANT and selected construction firm to sign the construction contract(s). Contracts may not be signed without a TIDAL BASIN representative present. Should items be constructed outside of the scope identified in the approved contract and plans, these items shall be deemed ineligible for the federal cost share of Section 2.0. Any ineligible costs are the responsibility of the PARTICIPANT and will require separate work agreement(s) and proof of payment.

4.0 Operations.

4.1 **Term:** The term of this Agreement shall expire on 7/18/2025 which is the end of the TWDB grant contract identified as contract 2000012634. Should the TWDB issue an extension to the grant period of performance, the term will automatically extend to the new period of performance, if needed.

4.2 **Location.** **10263 Winzer Rd, Beaumont, TX 77705** (the "Property").

4.3 **Compliance with Laws, Rules, and Regulations.** PARTICIPANT and selected Construction Contractor shall comply with all applicable laws, rules and regulations.

5.0 Financial Matters.

5.1 Payments. The payment schedule for services will be as follows:

5.1.1 **PARTICIPANT.** PARTICIPANT shall remit local cost share for project services to COUNTY upon execution of this Agreement. All payments must be made by cashier's check. All payments are non-refundable. Payment shall be made payable to "JEFFERSON COUNTY FMA HOMEOWNER'S MATCH FUND" and hand-delivered upon signing this Agreement.

5.1.2 In the event Property Owner does not pay the County for the above referenced services, County may seek any legal remedies available to it, including filing a lien on the Property in the County Clerk's Official Records and enforcing the lien, to recoup the monies paid by COUNTY. The terms of this Agreement shall be governed by the laws of the State of Texas.

5.1.3 **Construction.** COUNTY shall pay invoices directly to the construction contractor, after review and approval by TIDAL BASIN, for eligible expenses documented by milestone inspection reports according to the schedule of values below. The COUNTY will not pay construction invoices without passed milestone inspection reports. Failed inspections and re-inspections shall be deducted from Contractor invoices and the Contractor billed directly by the inspection company.

5.1.3.1 **Milestone 1** – 20% of Construction Contract Amount

5.1.3.2 **Milestone 2** – 40% of Construction Contract Amount

5.1.3.3 **Milestone 3** – 30% of Construction Contract Amount

5.1.3.4 **Milestone** 4 – 10% of Construction Contract Amount

5.1.4 **Relocation Reimbursement.** COUNTY shall reimburse PARTICIPANT for cost incurred that meet guidelines of the Relocation Reimbursement procedures up to the maximum allowable costs under the Grant ($1,000 for

elevation. PARTICIPANT is not eligible for the relocation reimbursement without proper receipt and documentation of expenses. COUNTY reserves the right to reject reimbursement for unallowable costs.

5.1.5 PARTICIPANT hereby acknowledges and agrees that if all milestone inspection reports are approved by the inspector and the project is elevated or reconstructed as the signed sealed engineer drawings specify, COUNTY will pay the milestone even if PARTICIPANT refuses to approve and/or sign the final milestone form.

COUNTY shall issue all checks on a net thirty (30) day basis from the date of receipt of all required documents by COUNTY.

6.0 Records.

PARTICIPANT shall provide JEFFERSON County, FEMA, TWDB, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the PARTICIPANT which are directly pertinent to this agreement for the purposes of audits, examinations, excerpts and transcriptions. The PARTICIPANT shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts of transcriptions as reasonably needed.

The PARTICIPANT shall maintain all books, records, accounts, and reports required under this agreement for a period of not less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case PARTICIPANT shall maintain books, records, accounts, and reports until the PARTICIPANT, JEFFERSON County, FEMA, TWDB, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

7.0 Termination or Suspension. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed; but this Agreement may be terminated under any or all of the following conditions:

a. By mutual agreement and consent of the PARTIES hereto.

b. By COUNTY as a consequence of the failure of PARTICIPANT and/or Construction Contractor to comply with the terms in a satisfactory manner, provided COUNTY, through TIDAL BASIN, will give PARTICIPANT and Construction Contractor written notice of any such failure and ten (10) days (or more if authorized in writing by the COUNTY) to cure any such failure.

c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.

d. By COUNTY for convenience by issuing PARTICIPANT thirty (30) days written notice.

e. If PARTICIPANT terminates this agreement, PARTICIPANT agrees to pay the cost of services rendered up to the date of termination.

8.0 **Notice.** 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, sent by mail or electronic mail as follows:

COUNTY:
Jefferson County Engineering Department
Michelle Falgout, P.E., CFM
County Floodplain Manager
1149 Pearl St
Beaumont, TX 77701
Michelle.falgout@jeffcotx.us
Phone Number: (409) 835-8584

PARTICIPANT:
Craig Guillory
10263 Winzer Rd
Beaumont, TX 77705
cmguillory1@yahoo.com
Phone Number: (409) 781-2435

Faye Bell-Guillory
10263 Winzer Rd
Beaumont, TX 77705
Fayguillory@yahoo.com
Phone Number: (409) 659-1104

TIDAL BASIN:
Andrea Hebert
(985) 233-0268
Andrea.hebert@tidalbasingroup.com

8.1 Written notices hereunder delivered personally or Electronic Mail shall be deemed communicated as of actual receipt or emailed; notices deposited with an overnight delivery service shall be deemed communicated the following business day; mailed notices shall be deemed communicated five (5) days after deposit in the mail.

9.0 **Insurance.**

9.1 PARTICIPANT shall secure and maintain at its expense National Flood Insurance Program (NFIP) insurance upon completion of the project in perpetuity. The requirement to maintain flood insurance will be documented in the Property deed. Failure to acquire and maintain such insurance will forfeit milestone payments in Section 5 and may result in recoupment of the amount of the grant funds expended by FEMA. Recoupment of funds from FEMA will be the sole responsibility of the PARTICIPANT to repay to FEMA.

The PARTICIPANT is required to provide an Insurance Declaration page demonstrating the amount of NFIP building coverage is at least equal to the final eligible project cost (Federal and Non-Federal Share) or NFIP maximum coverage to COUNTY and TIDAL BASIN prior to release of the final milestone payment and any eligible homeowner reimbursements.

9.2 Prior to the execution of the Construction Contract with the Selected Construction Contractor, PARTICIPANT or Selected Contractor shall provide, proof of the following insurance coverage of the Selected Construction Contractor (or applicable sub-contractors).

a. Insurance requirements under the Request for Statement of Qualifications, attached hereto as Exhibit "C".

b. A riggers endorsement equal to or exceeding the current market value of the structure.

c. The state licensing board for contractors' certification classification of "rigging, house moving, wrecking and dismantling.

9.3 Upon failure of PARTICIPANT to furnish, to deliver and maintain such insurance as provided, this contract, at the election of the COUNTY, may be forthwith declared suspended, discontinued or terminated. Failure of PARTICIPANT to take

out and/or to maintain insurance shall not relieve PARTICIPANT from any liability under the contract.

10.0 General.

10.1 PARTICIPANT shall indemnify and hold harmless COUNTY and TIDAL BASIN against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by Selected Construction Contractor, its employees, agents, and subcontractors.

10.2 Further, PARTICIPANT hereby agrees to indemnify COUNTY and TIDAL BASIN for all reasonable expenses and attorney's fees incurred by or imposed upon COUNTY and TIDAL BASIN in connection therewith for any loss, damage, injury or other casualty pursuant to this section. PARTICIPANT further agrees to pay all reasonable expenses and attorney's fees incurred by COUNTY and TIDAL BASIN in establishing the right to indemnity pursuant to the provisions of this Section.

10.3 PARTICIPANT acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and COUNTY makes no representations or warranties to the contrary.

10.4 It shall be the duty of every COUNTY officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the county, and the duty of every applicant for certification of eligibility for a county contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing.

By signing this document, every corporation, partnership, or person contracting with the COUNTY, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a county contract, and every application for certification of eligibility for a county contract or program, attests that it understands and will abide by all provisions of this contract.

10.5 This Agreement represents the entire Agreement between COUNTY and PARTICIPANT. This Agreement may only be amended in writing and must be signed by both COUNTY and PARTICIPANT.

10.6 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in JEFFERSON County, Texas.

10.7 Nothing contained in this Agreement shall constitute or be deemed or construed to create and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

10.8 Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

AUTHORITY FOR COUNTY TO REMOVE PARTICPANT FROM THE PROGRAM

RUDE, OFFENSIVE AND INAPPROPRIATE BEHAVIOR WILL NOT BE TOLERATED FROM PARTICPANT(S). ALL PARTICPANTS ARE EXPECTED TO TREAT COUNTY, TIDAL BASIN, INSPECTORS, CONTRACTORS, AND SUBCONTRACTORS WITH RESPECT. THE CONTRACTOR HAS A RIGHT TO A PRODUCTIVE AND SAFE WORK ENVIRONMENT. HARASSMENT, INTERFERENCE, OR OTHER ACTION(S) COMMITTED BY THE PARTICIPANT THAT ARE CONTRADICTORY TO TIMELY, AND SAFE COMPLETION OF ELEVATION WORK ON THE PART OF THE PARTICIPANT ARE IN VIOLATION OF THIS AGREEMENT. FOWL LANGUAGE, SCREAMING, AND THREATENING CONDUCT WILL NOT BE TOLERATED. IF YOU HAVE A CONCERN OR COMPLAINT, TIDAL BASIN HAS AN APPROPRIATE METHOD OF SUBMITTING SUCH COMPLANT AND IT WILL BE HANDLED APPROPRIATELY. IF A PARTICIPANT REFUSES TO UTILIZE THE APPROPRIATE COMPLAINT PROTOCOL AND INSTEAD CHOOSES TO HARRASS, OFFEND, SCREAM, CUSS, AND NOT DISCUSS THE SITUATION IN A RATIONAL MANNER, PARTICIPANT WILL BE PROVIDED NOTICE OF REMOVAL FROM THE PROGRAM AND A LIEN FOR THE MONEY EXPENDED BY THE COUNTY WILL BE FILED ON THE PROPERTY. BY SIGNING THIS AGREEMENT, PARTICPANT(S) HEREBY ACKNOWLEDGE THIS REQUIREMENT AND AGREE(S) TO CONDUCT HIMSELF/HERSELF/THEMSELVES IN AN APPROPRIATE MANNER. PARTICPANT(S) FURTHER ACKNOWLEDGES THAT REMOVAL FROM THE PROGRAM AND THE FILING OF A LIEN MAY OCCUR FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.

IN TESTIMONY WHEREOF, this Agreement is executed in three (3) originals, the day and year first above written.

Property Owner

By: _____

Printed Name: Craig Guillory

By: _____

Printed Name: Faye Bell-Guillory

Dated: 1/15/25

County of JEFFERSON

By: _____

Jeff Branick

JEFFERSON County Judge

Dated: 1/28/25

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE 1/28/25

Exhibit A

Funding Source Breakdown

Exhibit A
Funding Source Breakdown

Contractor Bid	
Grant Eligible Costs (100% Federal Cost)	**Excello Homes**
Engineering	$ 5,864.26
Site Preparation	$ 5,235.95
Permitting	$ 2,345.71
Bonding & Insurance/Warranty	$ 3,518.56
Excavation/Piles	$ 54,108.27
Elevation	$ 55,294.65
Foundation	$ 55,424.79
Utilities	$ 7,702.01
Steps, Landings, Carpentry	$ 26,755.04
Finishing Detail	$ 4,188.77
Final Elevation Certificate	$ 400.00
ADA Accommodation (if applicable)	$ -
No Rise Report	$ 16,350.00
Total Contractor Costs without Upgrades	**$ 237,188.01**
Upgrades (100% Homeowner Cost)	
Additional Elevation Cost	$ -
Expanding Landings	$ -
Upgraded Structural Wall Material	$ -
Total Costs of Upgrades	**$ -**
Other Grant Costs	
Structural Integrity Inspection	$ 2,250.00
Pre-Elevation Certificate	$ 400.00
Construction Inspections	$ 4,000.00
Temporary Housing Allowance (Maximum)*	$ 1,000.00
Per Parcel Fees	$ 12,000.00
Total Other Costs	**$ 19,650.00**

Total Grant Cost Breakdown	
	Bid 1
Total Grant Eligible Costs	$ 256,838.01
- Duplication of Benefits	$ -
Total Grant Eligible Costs - Duplication of Benefits	$ 256,838.01
Total Federal Cost	**$ 256,838.01**
Total Grant Eligible Homeowner Cost	$ -
Total Upgrades Cost	$ -
Total Duplication of Benefits	$ -
Total Homeowner Cost	**$ -**

Exhibit B

Selected Upgrades

If applicable, the PARTICIPANT is financially responsible for the cost of selected upgrades in entirety. Any costs incurred from work or materials associated with upgrades are not grant eligible and must be completely covered by the PARTICIPANT.

The Participant has chosen the following upgrades:

☐ Additional elevation height beyond the minimum height required to reach COUNTY REQUIREMENTS

☐ Upgraded material for structural walls

☐ Expanded Landings

For additional detail about the chosen upgrades, see Exhibit "A".

No Upgrades Selected

EXHIBIT C

Insurance Requirements

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$1,000,000	$1,000,000
b. Aggregate policy limits	$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000	$1,000,000
b. Property damage	$1,000,000	$1,000,000
c. Aggregate policy limits	$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Exhibit D

Itemized Elevation Contract

CONTRACT FOR ELEVATION WORK

THIS CONTRACT, entered into as of January 15, 2025, by and between **Craig Guillory and Faye Bell-Guillory** hereinafter called the "**Owner**", and **EXCELLO HOMES** hereinafter called the "**Contractor**", **WITNESSETH:**

WHEREAS, the Owner has applied to JEFFERSON County, Texas, hereinafter called the "County", for housing ELEVATION assistance under the FMA Contract No. 2000012634 Grant Award from the Texas Water Development Board through the Federal Emergency Management Agency known as the Flood Mitigation Assistance Grant Program (hereinafter "FMA"), and the County has approved such application; and

WHEREAS, the Owner proposes to pay the cost of the ELEVATION assistance provided for in this Contract with the proceeds of the FMA funds allotted to the Owner by the County under FMA and from Owner's required non-federal share of the cost of such ELEVATION work; and

WHEREAS, in response to the invitation of the County, the Contractor has submitted a Bid Proposal for the performance of the ELEVATION work provided for in this Contract; and

WHEREAS, JEFFERSON County Commissioners Court awarded RFSQ No. 22-047 Contractor Qualifications for Residential Home ELEVATION for FEMA Disaster Funding Recipients hereinafter called the "Project" on , Court Order, dated August 9, 2022; and

WHEREAS, the County and Owner have accepted the Contractor's Bid Proposal for the performance of such ELEVATION work, and desires to engage the Contractor to perform such ELEVATION work in accordance with the provisions of this Contract and applicable requirements of FMA; and

WHEREAS, the County shall utilize TIDAL BASIN, Inc. as Program Manager, hereinafter called the "Manager", as the representative for the COUNTY for this contract.

NOW, THEREFORE, for consideration stated herein, Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Sec. 1. Property to be Elevated. The Property to be elevated pursuant to this Contract is located at: 10263 Winzer Rd, Beaumont, TX 77705.

Sec. 2. Contract Price. Upon satisfactory completion of the ELEVATION work provided for in this Contract, as determined on the Owner's behalf by the County, the Contractor shall be paid the amount of **Two hundred thirty seven thousand one hundred eighty-eight and one cent ($237,188.01)** hereinafter called the "CONTRACT PRICE", which shall constitute full and complete compensation for the Contractor's performance of the ELEVATION work provided in this Contract.

Sec. 3. Notice. Any notice permitted or required to be given under this Contract shall be in writing and may be given by hand-delivery, email, or certified United States mail, postage prepaid, return receipt requested addressed to:

Owner(s):

Craig Guillory
10263 Winzer Rd, Beaumont, TX 77705
Beaumont, Texas 77705
cmguillory1@yahoo.com

Faye Bell-Guillory
10263 Winzer Rd, Beaumont, TX 77705
Beaumont, Texas 77705

Manager:

TIDAL BASIN, Inc.
126 Business Park Dr,
Utica, NY 13502
ATTN: Andrea Hebert
Email: andrea.hebert@tidalbasingroup.com

County:

JEFFERSON County Floodplain Department
1149 Pearl Street
Beaumont, Texas 77701
ATTN: Michelle Falgout
Email: michelle.falgout@jeffcotx.us

Contractor:

Excello Homes
1245 West Cardinal Drive
Beaumont, TX 77705
ATTN: Ryan Webb
Email: ryan@excellohomes.com

Sec. 4. Acceptance of Contractor's Bid Proposal. Contractor's Bid Proposal for the ELEVATION work in this Contract has been accepted by Owner and County on January 15, 2025. Said Detailed Contractor's Bid is attached hereto as **Exhibit "B".**

Sec. 5. Contract Documents. The Contract Documents that comprise this contract for ELEVATION work consists of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of whom is hereby incorporated in this Contract by reference: (a) the Contractor's Bid Proposal including scope of work **(Exhibit "B")**; (b) Engineered

Design (include Engineer-stamped design once stamped once completed and signed by both Contractor and Owner) and attached hereto as **Exhibit "D"**; and (c) RFSQ No. 22-47 including all terms and conditions, general specifications, and Federal requirements.

The Contractor shall perform the ELEVATION work provided for in this contract in strict conformance with the Contract Documents that comprise this Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. **Specifically, no "side" or "additional" contracts are to exist between the Owner and Contractor.**

Sec. 6. Scope of Work. The Contractor shall furnish all necessary materials equipment, tools, labor, and supervision necessary to perform, and shall perform all of the ELEVATION work provided for in this Contract as set forth in the bid proposal, scope of work as defined in the RFSQ and engineered design, relating to the property described in Section 1 of this Contract. All supplies used in the ELEVATION shall be new and **MATERIALS OF GOOD QUALITY.**

The Contractor shall, in accordance with contract documents, elevate the house in accordance to COUNTY requirements as determined by an official elevation certificate or the last flood of record. If mutually agreed upon by the Owner, Contractor and Manager, the Contractor must achieve additional elevation height beyond the grant minimum as specified in the bid.

Sec. 7. Time of Performance. The Contractor shall commence the ELEVATION work provided for in this Contract within FIFTEEN (15) CALENDAR DAYS from the date of contract execution and shall satisfactorily complete such work within ONE HUNDRED FIFTY (150) CALENDAR DAYS from the date of start of construction. The Contractor shall be responsible for scheduling the ELEVATION work, and for coordinating the operations of all trades, subcontractors and suppliers engaged by the Contractor in connection with the work. All ELEVATION work provided for in this Contract shall be done in a competent and workmanlike manner. Notwithstanding the aforesaid, the Contractor may be excused from the time of performance requirement if, during the progress of the work, delay is authorized in writing by the Manager due to any act or negligent act of the Owner or by authorized changes in the work, or by strikes, lockouts, fire, flood, unusual delay in transportation, epidemic, unavoidable casualties, weather of unusual severity, or any causes completely beyond the Contractor's control, and the time of completion shall be extended for such reasonable time as the Manager may decide. The Manager shall make final decisions on the jurisdiction of causes offered as a basis for extension of time. All extensions of time must be approved in writing by Manager.

Sec. 8. Permits and Codes. The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the ELEVATION work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes and regulations of the County and other applicable entities. Before installing any work, the Contractor shall examine the List of Work, General Specifications and Plan Drawings (if any) for compliance with applicable codes and regulations of the County and other applicable entities. The Owner, with the assistance of the County, will adjust this Contract by Change Order to comply with such codes or regulations, unless written waivers covering the difference has been granted by the appropriate agency or department of the County or entity, and make appropriate adjustment in the

Contract Price. If the Contractor should fail to observe the foregoing provision, and proceeds with the installation of any work not in compliance with applicable codes or regulations of the County or entity, including any written waivers, not withstanding the fact that such installation is in compliance with the List of Work, General Specifications and Plan Drawings (if any), the Contractor shall correct such work without cost to the Owner, but a Change Order will be issued by the Owner to cover only the excess cost that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

Sec. 9. Care of Work. The Contractor shall keep the premises clean and orderly during the course of the ELEVATION work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance of the work and shall remove all debris on completion of the work. All surplus materials delivered to the job site and all materials, fixtures and equipment removed and not reused shall remain or become property of the Contractor and its subcontractors and shall be removed from the job site promptly after completion as well as all rubbish and debris resulting from the Contractor's operation. *Owner shall not remove, use, or hide materials delivered to the job site by Contractor.* When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazards.

Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

Sec. 10. Insurance. Prior to commencement of the Services, Contractor shall furnish Owner and Project Manager with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Owner and Project Manager. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "C."** Owner and County shall be named as additional insured to all required coverage except for Workers' Compensation. All liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of Owner and County.

Sec. 11. Performance and Payment Bond. Contractor shall provide to Owner and Manager a payment and performance bond, each in the amount of value of the project plus 10% within ten (10) calendar days after execution of contract. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Owner/Manager reserves the right to accept or reject any surety company proposed by Contractor. In the event Owner/Manager rejects the proposed surety company, Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Owner/Manager.

Sec. 12. Contractor to Hold Owner, Manager and County Harmless. The Contractor shall indemnify, and hold harmless the Owner, Manager, the County, its Officials, employees and consultants from all liability claims and attorney's fees incurred by the indemnee, for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

Sec. 13. General Guaranty. The Contractor shall guarantee the ELEVATION work performed under this Contract for a period of ONE (1) YEAR from the date of the completion and final payment of all work required by this Contract, and shall remedy any defect due to faulty material or workmanship, as decided by the County, and pay for any damage to other work resulting therefrom which shall appear within the period of ONE (1) YEAR from the date of the 90% final payment for such work. The Contractor shall also furnish the Owner, c/o the Manager, with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.

Sec. 14. Inspection. During and after the performance of the ELEVATION work, the Contractor and the Owner shall permit the County, the Manager, the State of Texas and/or the United States Government to examine and inspect the ELEVATION work as necessary to assure that the ELEVATION work contracted for and performed by the Contractor:

(a) will bring the property items being rehabilitated into compliance with the requirements of the FMA Guidelines; and,
(b) is being completed in accordance with the requirements of this Contract including the bid proposal, scope of work and engineered design.

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover, the locality, State, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall pay for the cost of failed inspections and untimely inspections that prevent sufficient evaluation of the work associated with the applicable milestone as determined by the inspection firm and the Manager. Inspection disputes should be sent in writing to the Manager and the County. Inspection company shall directly invoice the contractor for the cost of failed and untimely inspections. If Contractor fails to timely pay for the cost of failed and untimely inspections, Contractor hereby authorizes the payment to be deducted from the milestone being paid.

Sec. 15. Assignment of Contract. The Contractor shall not assign this Contract without the prior written consent of the County, Owner and Manager.

Sec. 16. Contract Changes. *No modifications of this Contract shall be made after its execution by the Contractor and the Owner except by written instrument signed by the Contractor, accepted by the Owner and approved by the Manager.* In the event violation of applicable codes and/or health and safety violations are discovered during construction, said violations shall be inspected by Manager, and Owner and Contractor agree to add correction of the code violations and/or health and safety violations if funds are available. In the event funds are not available, the violations which are more severe will be corrected first, with an appropriate change order.

Sec. 17. Changes in the Work. No changes, alterations, additions, deletions or substitutions shall be made in the work or materials called for in the List of Work, General Specifications, Engineered drawings, or Plan Drawings (if any) which are part of this Contract, except by written **Change Order** signed by the Owner AND Contractor and approved in writing by the Manager. Change Orders shall be limited to covering work items, the need for which cannot be determined until sometime during the Contractor's performance of the ELEVATION work, and when issued, shall be deemed to be modifications of this Contract as originally executed by the Owner and the Contractor. All proposed Change Orders shall be reviewed and approved by the Manager before being signed by the Owner. The ELEVATION work shall be completed pursuant to the engineered design in this contract unless change orders are approved in writing.

Sec. 18. Owner to Cooperate with Contractor. The Owner shall permit the Contractor to use, at no cost to the Contractor, existing utilities such as light, heat, power and water necessary to the Contractor's performance and completion of the ELEVATION work provided for in this Contract, and shall otherwise cooperate with the Contractor to facilitate the performance of the work. The Contractor shall be responsible for the removal and replacement of rugs, coverings and furniture, etc., as necessary. The execution of this contract establishes the Contractor's right to enter the property identified in Sec. 1 of this agreement to complete ELEVATION work until project completion and final inspection approval. Under this provision, the homeowner agrees to allow the Contractor access to the property and agrees to cooperate with the Contractor to complete ELEVATION work.

Sec. 19. Occupancy Provision. The premises are not to be occupied during the course of the ELEVATION work. The Owner may not interfere with the ELEVATION work. The Owner may not enter the construction zone.

Sec. 20. Interest of County Officials and Personnel in Contract. No member of the County's staff and no officer, employee of member of the governing body of the County who exercises any functions or responsibilities in connection with the administration of FMA to which this agreement pertains shall be allowed by either the Owner or the Contractor to have any private interest, direct or indirect, in the agreement.

No officer or employee of the County or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or

indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Sec. 21. Method of Payment. Payments shall be made based upon that portion of the work which has been completed. Contractor shall provide a sworn statement to the Owner and Manager, setting forth the percentage of the services provided which were completed pursuant to RSFQ 22-047/MR, Scope of Work, Section 1.0 and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Contractor certifying that the work was performed, it was authorized by the Manager and that all information contained in the invoice being submitted is true and correct.

Upon receipt of the Contractor's requisition for payment, the Manager shall make a partial and/or final inspection of the property to which this requisition pertains, to assure that the property has been brought into compliance with the RFSQ 22-047, and that the ELEVATION work has been satisfactorily completed in conformance with this Contract, the bid proposal, the scope of work and the engineer-stamped design. The Contractor shall be paid the Contract Price for completion of the work only after final inspection and acceptance of all work to be completed by the Contractor pursuant to this Contract, and the Contractor has furnished the Owner, c/o the Manager all guarantees and warranties due the Owner for the ELEVATION work, satisfactorily executed releases of all liens or claims for liens by the Contractor, all laborers, all subcontractors having performed any work, and all suppliers of materials, equipment and services provided to the Contractor in connection with the work. Any payments are subject to satisfactory intermediate and final inspection by the Manager. The final payment shall be made including all remaining amounts due under the Contract as adjusted in accordance with approved Change Orders and subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract. If the Manager and Owner deem it unnecessary to correct work injured or not done in accordance with this Contract and its attachments, an equitable deduction from the Contract Price based solely upon the judgment of the Manager, shall be made therefore. The retainage payment shall be made 30 day after the final payment subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract which may arise during the 30-day period. No payment made under the Contract shall act as a waiver of the right of the Owner to require the fulfillment of all Contract terms.

The Owner agrees to allow payment in full to the Contractor, subject to the County's acceptance of the Housing ELEVATION work as satisfactorily completed in accordance with this Contract, the scope of work, the bid proposal and the engineer-stamped design.

Sec. 22. Applicable Law. The laws of the State of Texas govern all disputes arising out of or relating to this Contract. The parties hereto acknowledge that venue is proper in JEFFERSON County, Texas for all legal actions or proceedings arising out of or relating to this Contract and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Sec. 23. Disputes. All disputes arising under this Contract or its interpretations, whether involving

law or fact or both, extra work, and all claims for alleged breach of contract shall be presented in writing by the Contractor or Owner to the Manager, within TEN (10) DAYS of commencement of the dispute, for decision by the Manager. Such claims shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. While the claim is reviewed, the Contractor shall proceed with the work. Any work stoppages must be approved in writing by the Manager. Any claim not presented within the time limit specified in this section shall be deemed to have been waived. Each decision by the Manager will be in writing and will be emailed and mailed by regular mail to the Contractor and the Owner. If the Contractor does not agree with any decision of the Manager, the Contractor shall in no case allow the dispute to delay the work on the other items in this Contract, but shall promptly notify the Owner and the Manager that he is proceeding with the work on the other items in this Contract under protest and he may then except the matter in question from the final lien release until the dispute has been resolved according to law. The Owner agrees to allow the Contractor to complete all necessary work under this contract while disputes are reviewed for decision by the Manager.

Sec. 24. Liquidated Damages. It is agreed between the Owner and the Contractor that damages due to delay are impossible to determine and that in the event the Contractor does not complete the work required under this Contract within the specified time, the Contractor shall be liable for and shall deduct from the total Contract amount as liquidated damages, the sum of ONE HUNDRED DOLLARS AND NO CENTS ($100.00) FOR EACH CALENDAR DAY OF DELAY from the date stipulated for completion in this Contract except as modified by Change Order or conditions stated in Sections 5 and 14 until such work is satisfactorily completed and accepted. The Contractor maybe excused from liquidated damages in the event that delays are approved in writing from the Manager as set forth in Section 7.

Sec. 25. Termination. The Manager shall notify the Contractor of Owners intent to declare the Contractor in default in the performance of this Contract in case(s) where the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, scope of the work, bid proposal and/or the engineer-stamped design, or fails to proceed with or complete the work within the time limit specified in this Contract or the provisions of the Contract are otherwise violated by the Contractor. The Manager shall notify Owner of Contractor's intent to declare the Owner in default if the provisions of the Contract are otherwise violated by Owner. Such NOTICE OF INTENT TO DECLARE DEFAULT shall contain the reason(s) for the intent of such declaration and the Contractor and/ or Owner shall be declared in default and his/her right to proceed under the Contract terminated, unless such Contractor and/ or Owner corrects such violation or satisfactory arrangements are made for its correction within TEN (10) DAYS after date of notice of Notice Intent to Declare Default was emailed and mailed by certified mail return receipt requested. Should the Contractor and/or Owner not meet the requirements mentioned above, the respective party shall declare the other party in default upon TWO (2) DAYS Notice of Declaration. If the Contractor is declared in default, the Owner, with the assistance of Manager, will proceed to have the work completed through Contractor's Bond. Contractor shall be responsible for any damages resulting to the Owner and/or Manager by reason of said default. In the event of any breach of this Contract and/or unsatisfactory work, the Owner, upon written approval by the Manager, may at his option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the Contractor hereunder. If the Owner is declared in default of this agreement by Contractor, the Owner will be responsible for completing the ELEVATION work

outside of the FMA. Owner will be required to re-pay County all money expended on the ELEVATION work. Owner hereby acknowledges and approves County filing a lien in the County Clerk's Official Records on the property subject to the ELEVATION to secure the funds expended on the ELEVATION.

Sec. 26. Effective Date of Agreement. This Agreement shall not become a Contract binding upon the parties concerned until these parties have properly signed this Agreement.

Sec. 27. Contractor Work Environment. This Agreement establishes the Contractor's right to a productive and safe work environment. Harassment, interference, or other action(s) committed by the Owner that are contradictory to timely, and safe completion of ELEVATION work on the part of the Owner are in violation of this agreement. Any complaints arising from this agreement shall be presented to the Manager and County in writing within five (5) business days of the first occurrence of harassment, interference, or other action(s) committed by the Owner.

Sec. 28. State Auditor Clause. By executing this Contract the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Sec. 29. Financial Records Clause. The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

Sec. 30. Ownership Clause. The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORs will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the

materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

Sec. 31. No Debt Against the State Clause. This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

Sec. 32. Licenses, Permit and Insurance Clause. For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.

The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions, and such documents stated in Section 2, such additional provisions shall be attached to this Contract prior to its execution by the Contractor and the Owner. If no additional provisions are to be included in this Contract, this Contract shall so state by having the word "NONE" written or typed on the following line. NONE.

Any and all revisions attached to "Notice to Proceed".

IN WITNESS WHEREOF, the Contractor and the Owner have executed this Contract as of the date first above written.

HOMEOWNER(S)

Marion Fay Bell-Guillory

Craig Guillory

Signature(s)

CONTRACTOR

Signature Contractor's Authorized Representative

Printed Name: Ryan Webb

EXHIBIT A

QUALIFIED BIDDER

The Manager has reviewed received bids and has determined that the Owner's contractor selection, **CONSTRUCTION CONTRACTOR** has submitted a bid within the acceptable limits and is a qualified bidder. As such, the County is in agreement with the terms of this contract between the Owner and the Contractor.

Jeff Branick
JEFFERSON County Judge

January 15, 2025
Date

Andrea Hebert
Project Manager, TIDAL BASIN

2/3/2025
Date

ATTEST
DATE 1/28/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

EXHBIT B

DETAILED CONTRACTOR BID

From: Fran Lee
To: Andrea Hebert
Subject: "EXTERNAL"Fw: TWDB Concurrence EMT-2020-FM-007-0010-10263 Winzer Road
Date: Tuesday, November 12, 2024 4:12:12 PM
Attachments: image.png
FW EMT-2020-FM-007-0010-10263 Winzer Road.msg
E103 - Homeowner Elevation Bid-10263 Winzer Rd FINAL 10-31-24.pdf

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Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Raddiete Sogaolu <Raddiete.Sogaolu@twdb.texas.gov>
Sent: Tuesday, November 12, 2024 3:34:51 PM
To: Fran Lee <Fran.Lee@jeffcotx.us>
Cc: Kathy Hopkins <Kathy.Hopkins@twdb.texas.gov>; Caleb Rodriguez <Caleb.Rodriguez@twdb.texas.gov>
Subject: TWDB Concurrence EMT-2020-FM-007-0010-10263 Winzer Road

Fran,

TWDB concur with the attached bid and the County in the amount of $237,188.01 for 10263 Winzer Road (which is an increase in the amount submitted in the application). Attached please find the FEMA approval for the 3 set of stairs for this property. Please include this email in the grant file for this property. This email should also be included as a supporting document when seeking reimbursement or advance of federal funds for this property.

Please let me know if you have any questions concerning this matter.

Thank you,

-Raddiete

Raddiete Sogaolu, MS| Flood Mitigation Grant Coordinator | **Texas Water Development Board**
1700 N. Congress Avenue 5th Floor | Austin, TX 78711 | 512-936-0885|
Raddiete.sogaolu@twdb.texas.gov | www.twdb.texas.gov

TEXASFLOOD.org

Excello Homes

1245 West Cardinal Drive
Beaumont, Texas 77705
www.excellohomes.com
877.390.5438

Fay Bell-Guillory
10263 Winzer Road

October 31, 2024

Elevation Type: Slab Elevation
Total Square Feet: 3611
Total Elevation Height: 3.0'

Item	Item Description	Quantity	Unit Cost	Item Price
Pre-Construction				
Survey	Elevation Certificates and Surveys	2	$200.00	$400.00
Engineering	Engineering & Inspections	1	$5,864.26	$5,864.26
Permits	Permits/Administrative fees	1	$2,345.71	$2,345.71
Bonding & Insurance	Bonding & Insurance/Warranty	1	$3,518.56	$3,518.56
			Subtotal	$12,128.53
Site Preperation				
Mobilization	Mobilization of all equipment and materials for lift	1	$1,120.63	$1,120.63
Landscape Removal	Remove all landscape around home necessary for lift	0	$0.00	$0.00
Temporary Fencing	Set up temporary fence to secure construction site	1	$1,189.54	$1,189.54
Demolition	Removal of concrete front under carport	1	$1,355.00	$1,355.00
Dumpster	Haul off of debris	1	$385.22	$385.22
Toilet	Rental/Weekly cleaning of toilet	1	$1,185.56	$1,185.56
			Subtotal	$5,235.95
Excavation/Piles				
*Estimated Number of Pilings Based on Engineer Spec**		181	$179.57	$32,502.17
Blocks for Pilings	8x8x8 Blocks for Pilings	2708	$6.98	$18,901.84
Rebar Pins	Rebar pins to connect piling blocks	1502	$1.03	$1,547.06
Shims	Metal shims to ensure proper connection to slab	550	$1.28	$704.00
Wedges	Wood wedges to stabilize blocks during pile driving	220	$2.06	$453.20
			Subtotal	$54,108.27

* Actual number to be determined once excavation has comenced

Elevation				
Elevation Height				
Elevation of Home	Elevate Home w/ Unified Jacking System	1	$8,297.98	$8,297.98
Home Elevation - Labor	Prep home, elevate, placing beams, & removing cribing	1	$24,423.23	$24,423.23
Elevation of Porches	Elevate All Porches Covered by Roofline	1	$5,529.16	$5,529.16
8x8x16 Block	8x8x16 Block used to cap pilings	181	$2.81	$508.61
8x8x8 Block	8x8x8 Blocks used for interior columns	405	$8.55	$3,462.75
Pins	Rebar pins to connect piling blocks	326	$1.03	$335.78
Shims	Metal shims to ensure proper connection to slab	150	$1.30	$195.00
Wedges	Wood wedges to stabilize blocks during elevation	50	$2.03	$101.50
CMU Block Wall Enclosure	Standard CMU Block Wall enclosure per engineer design up to 3' with flood vents	4	$3,110.16	$12,440.64
			Subtotal	$55,294.65

Foundation				
*Estimated Number of Columns Based on Engineer Spec**				
Footers	Excavate, Form, Rebar, & Pour 2'x2' Concrete Footers	1	$30,525.59	$30,525.59
Columns	Form, Rebar, & Pour 16"x16" columns	80	$311.24	$24,899.20
* Actual number to be determined once excavation has comenced			**Subtotal**	$55,424.79

Utilities*				
Plumbing	Sub contractor disconnect/reconnect	1	$2,345.71	$2,345.71
Electrical	Electrical whip to be added to supply line	1	$2,010.60	$2,010.60
Gas	Sub contractor disconnect/reconnect	1	$1,675.50	$1,675.50
HVAC	AC unit will be attached to metal platform and raised with home	1	$1,670.20	$1,670.20
*Subs to be choosen from local area/or of homeowner choice			**Subtotal**	$7,702.01

Steps, Landings, Carpentry				
Front/Side Door Landing	Build railing around front/Side porch 28'x69'8" pressure treated	1	$9,783.14	$9,783.14
Rear Door Landing	Build railing around rear porch 47'3"x14'5" pressure treated	1	$7,783.14	$7,783.14
Front Door Stairs	Program standard 4' wide stairs pressure treated	1	$3,062.92	$3,062.92
Rear Side Door Stairs	Program standard 4' wide stairs pressure treated	1	$3,062.92	$3,062.92
Left Door Stairs	Program standard 4' wide stairs pressure treated	1	$3,062.92	$3,062.92
Due to safety concerns regarding the length of travel to exit the home. We believe a third set of stairs is necessary to ensure a swift and easy exit in case of an emergency.			**Subtotal**	$26,755.04

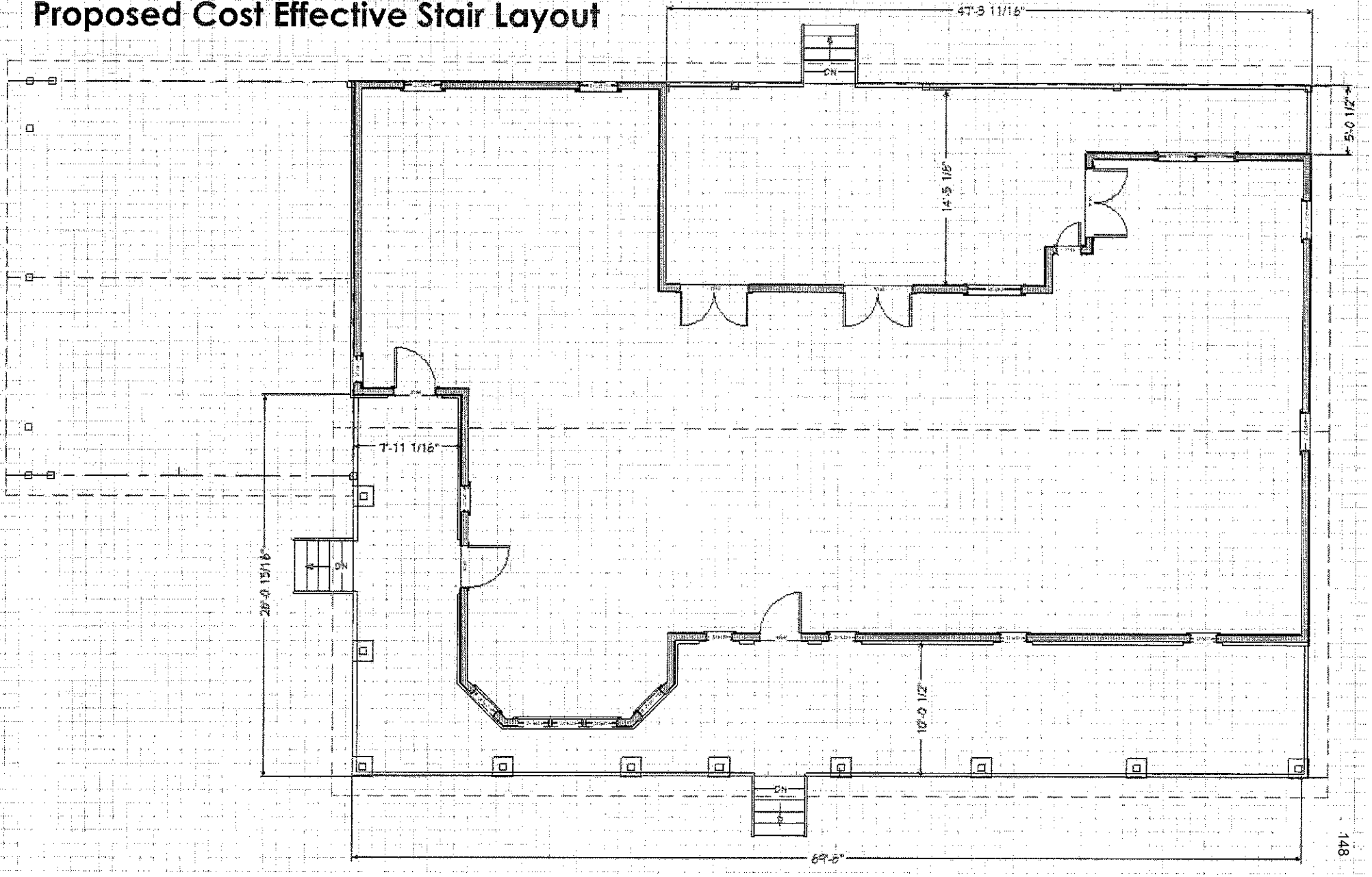
Finishing Detail				
Grade Yard	Use skid steer/hand shovels to grade yard for proper drainage	1	$567.74	$567.74
Sod	Order/Lay program allowed amount of sod (2 Pallets)	2	$170.03	$340.05
Gutters	Extend gutter down spouts to ground level	9	$11.37	$102.36
Lower Spigots	Bring existing water spigots to lower level	2	$90.13	$180.26
Spray Foam	Install R-Value thermal resistant (water resistant barrier) closed cell spray foam under livable space of raised slab	1	$2,542.10	$2,542.10
Final Clean	Clean entire job site to customers satisfaction	1	$456.26	$456.26
			Subtotal	$4,188.77

No-Rise Report	$16,350.00
Grant Eligible Total:	$237,188.01

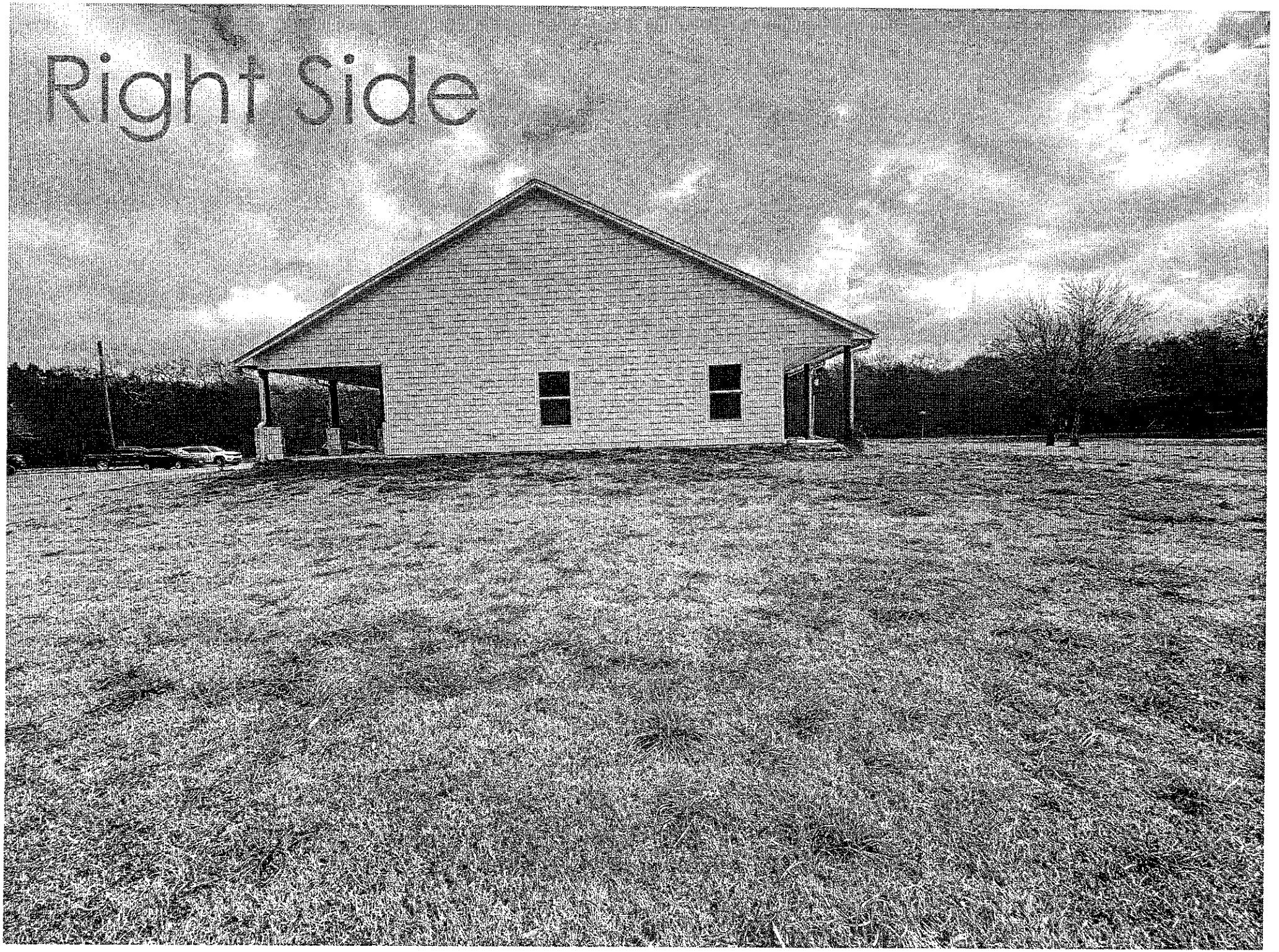
Cost Justification Elevating the Carport				
Elevating the Carport	Elevate the carport with the home. Extend the posts to the ground.	1	$2,120.24	$2,120.24
			Total	$2,120.24

Cost Justification Detaching the Carport From the Home				
Detach Carport	Saw cut the carport from the home. Rebuild the roof, box in the side, and reconstruct the ceiling. Close in opening left in the side of the home.	1	$16,241.67	$16,241.67
			Total	$16,241.67

Proposed Cost Effective Stair Layout

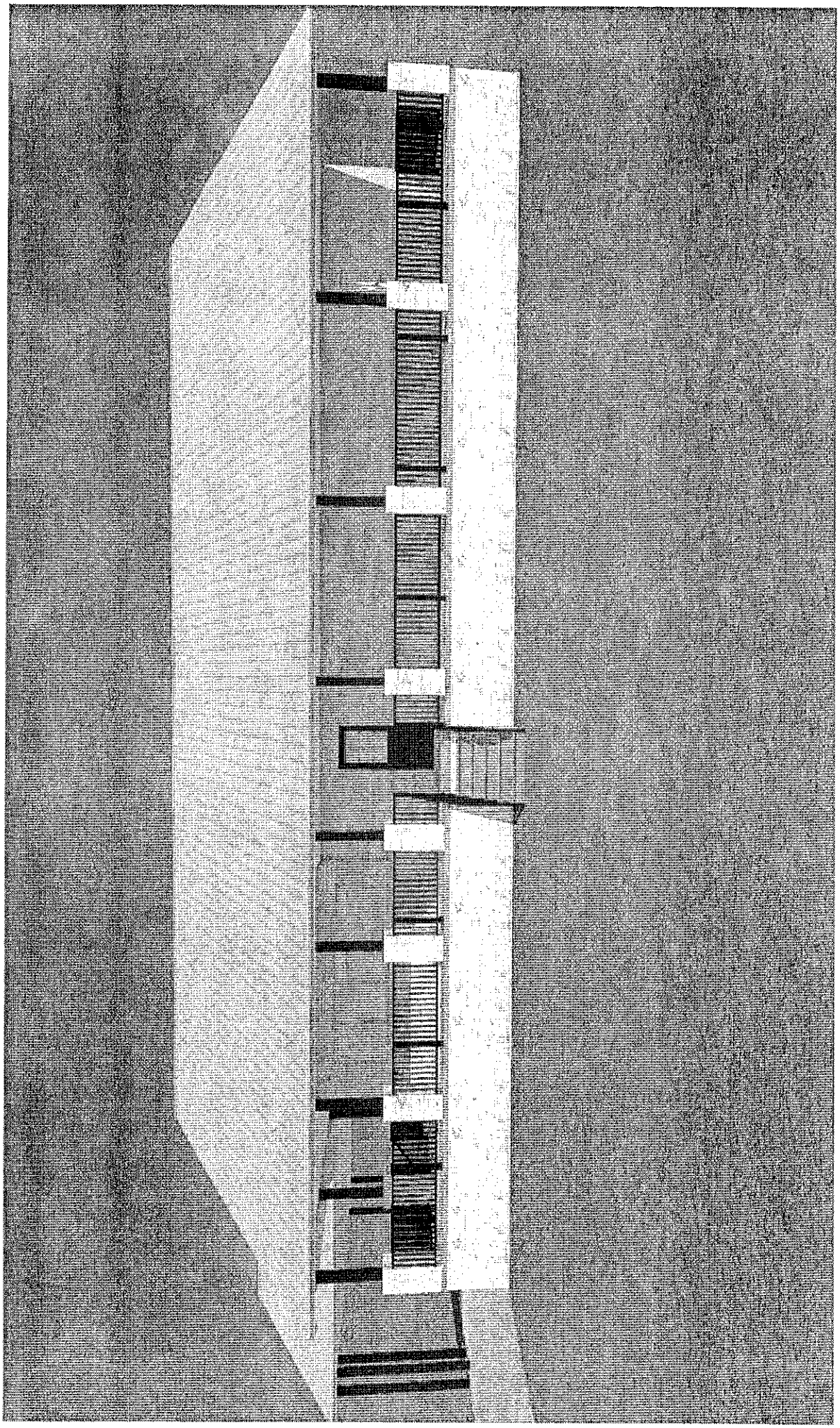


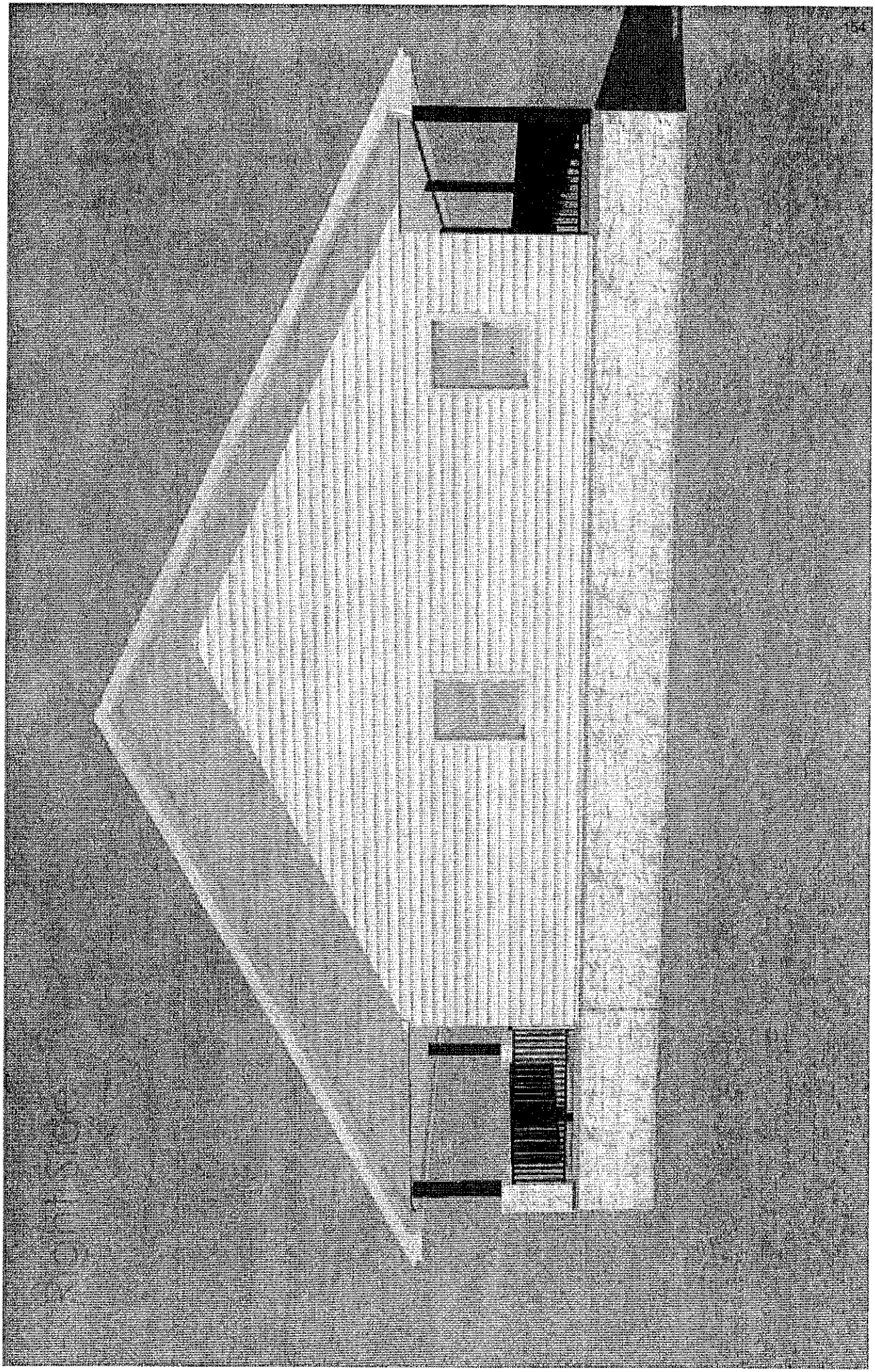
Front

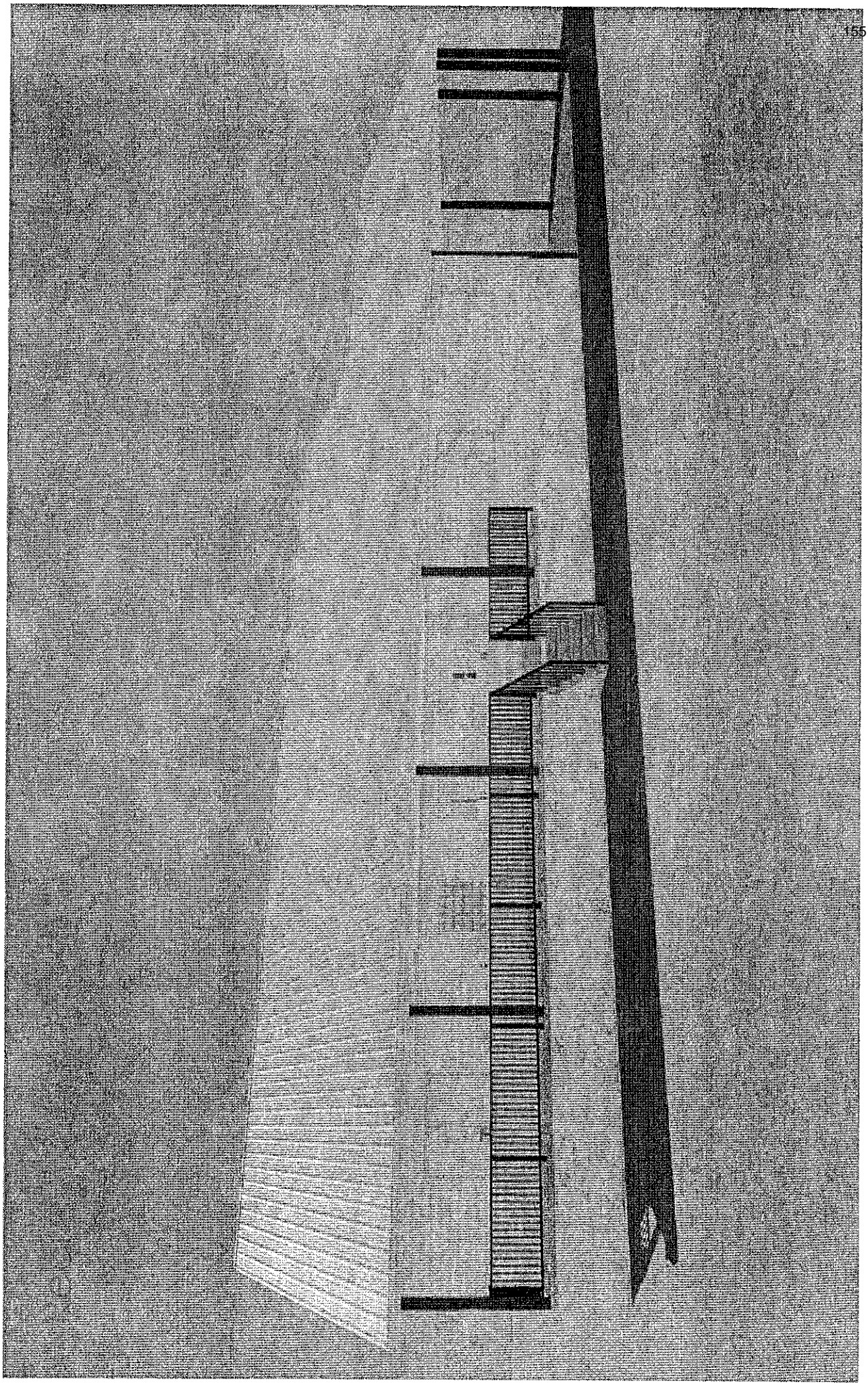

Right Side

Rear

Left Side







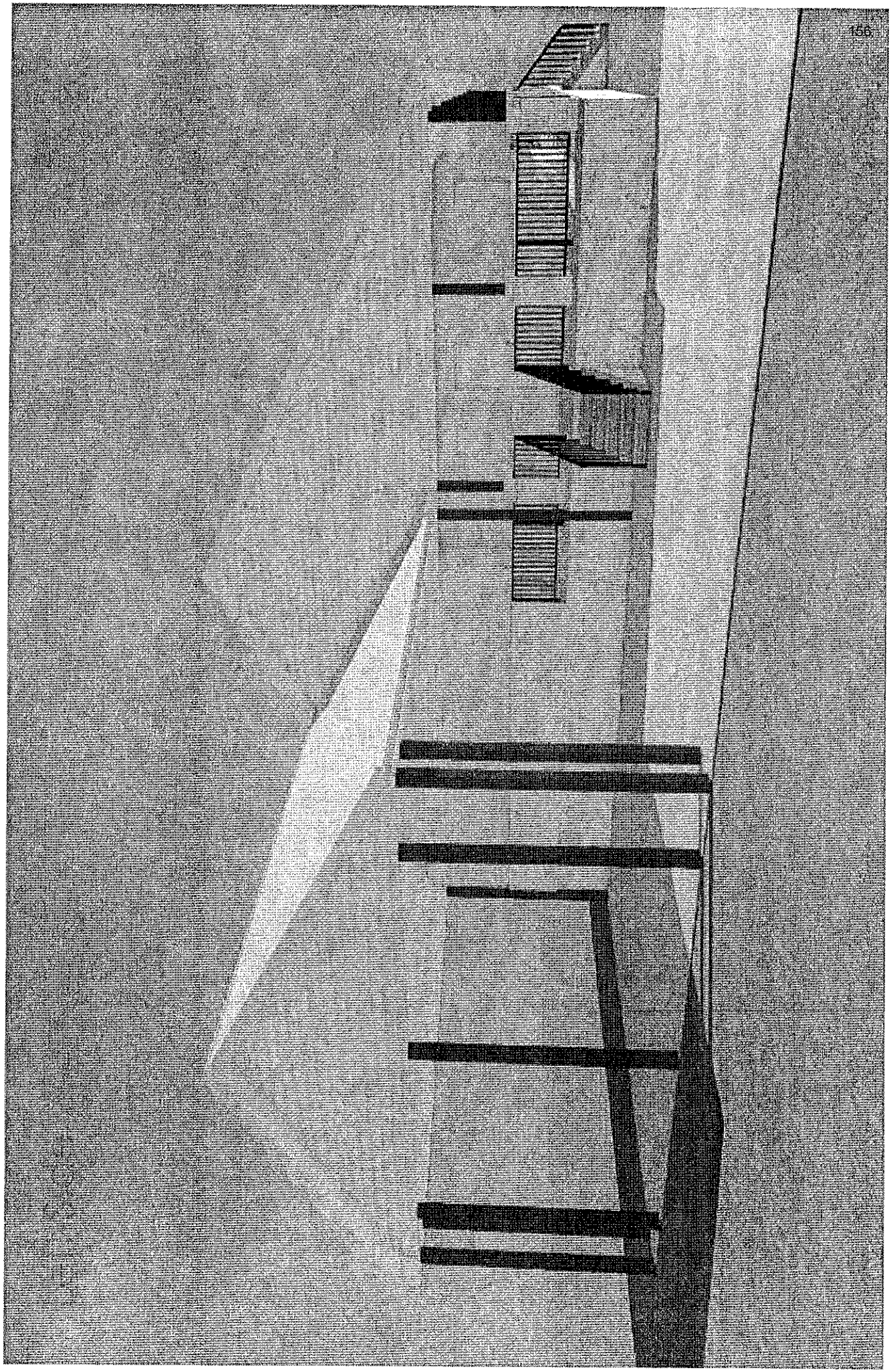


EXHIBIT C

INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$1,000,000	$1,000,000
b. Aggregate policy limits	$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000	$1,000,000
b. Property damage	$1,000,000	$1,000,000
c. Aggregate policy limits	$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

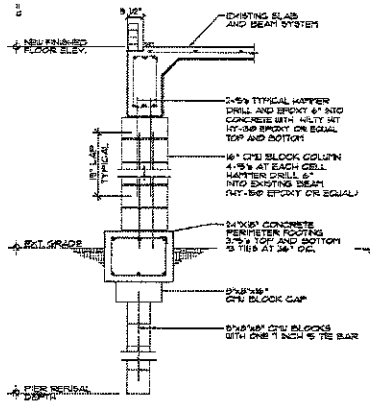
No additional payment shall be made for any insurance that the successful bidder may be required to carry.

EXHIBIT D

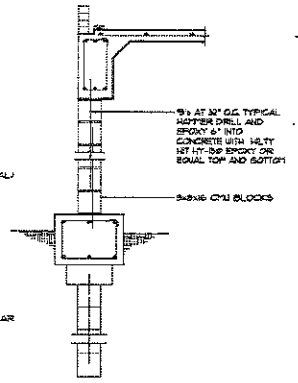
ENGINEERING DRAWINGS

PROJECT DESIGN CRITERIA

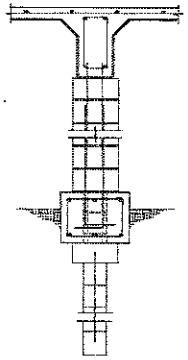
- BUILDING CODE: 2021 IRC
- BASIC WIND SPEED: 140 MPH (Ult. 2021 IRC)
- RISK CATEGORY: II
- EXPOSURE FACTOR: B



1 EXTERIOR COLUMN
NOT TO SCALE



2 CMU PERIMETER WALL
NOT TO SCALE



3 INTERIOR COLUMN
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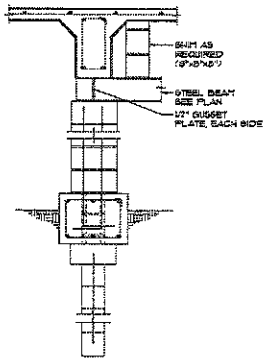
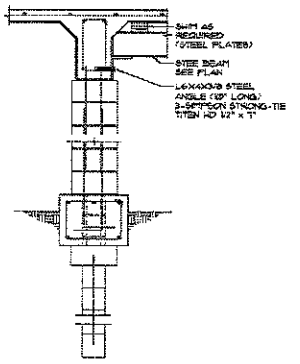


4 INTERIOR COLUMN
NOT TO SCALE



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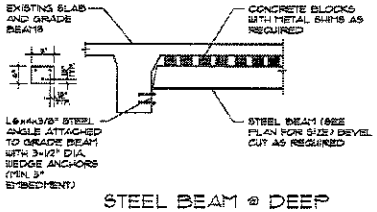
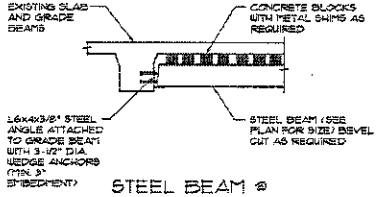
NOT TO SCALE



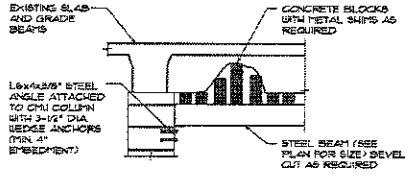
STEEL BEAM @ DEEP GRADE BEAM

6 NOT TO SCALE



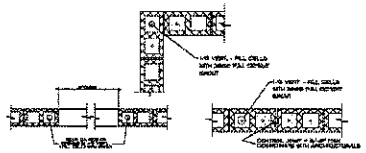
STEEL BEAM @ SHALLOW GRADE BEAM

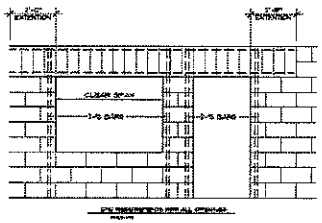
7 NOT TO SCALE

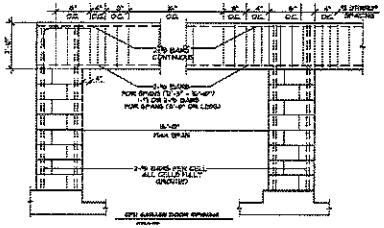


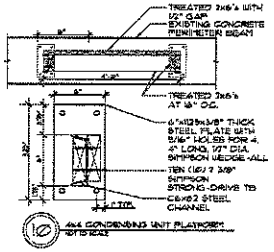
STEEL BEAM @ CMU COLUMN

8 NOT TO SCALE









9 CMU DETAILS
NOT TO SCALE

10 AHU CONDENSING UNIT PLATFORM
NOT TO SCALE

CONCRETE MASONRY UNIT (CMU) WALL CONSTRUCTION

1. CONCRETE MASONRY UNIT block - Shall be performed in accordance with ACI 530-13/ASCE 5-13/TMS 402-13, "Building Code Requirements for Masonry Structures," prepared by the Masonry Standards Joint Committee (MSJC).
2. HOLLOW CONCRETE MASONRY UNITS - Shall be of light weight (LW) concrete (Density between 105 and 125 pcf) conforming to ASTM C90, Type I, moisture controlled Grade SW, of 8 inches x 16 inches nominal dimensions (7 5/8"x 15 5/8" actual dimensions) and shall have a 28-day compressive strength, f'm = 1,900 PSI minimum on the net area of the CMU blocks.
3. CONCRETE BUILDING BRICK for use as solid masonry or backing shall conform to ASTM C55, Type I Grade S, and shall have a 28-day compressive strength f'm = 1900 PSI minimum.
4. FOOTING - Shall conform to ASTM C270, Type S, Portland cement-bituminator concrete, with a 28-day compressive strength, f'm = 1900 PSI minimum. Mortar for CMU walls below grade shall conform to ASTM C270, Type M.
5. GROUT - Shall be of the coarse type with a nominal aggregate size of 3/8", and conforming to ASTM C476, with a 28-day compressive strength, f'm = 2,500 PSI minimum.
6. VERTICAL REINFORCEMENT - Shall be in grout filled cores. Manholes as shown on the drawings. Vertical reinforcement shall be held in place at the top and bottom and at intervals not exceeding 6 feet. The bars shall have a minimum clear of 3/4" from the inside face of the masonry and the spacing between two adjacent bars shall be a minimum of 1 inch, but not less than the bar diameter.
7. VERTICAL REINFORCEMENT DOWELS - When a dowel from the foundation does not align with a cell in the CMU block, it shall not be bigger bore than #4 bar, in such cases cell divider shall be CMU may be removed to facilitate dowel embedment in grout placed within a cell.
8. VERTICAL REINFORCEMENT SPLICES - Splice bars shall be a minimum of 48 DIA.D inches and the spliced bars shall be tied together at splices. Vertical reinforcement may be provided 3 ft less to 8 feet lengths, provided the splices in adjacent bars are staggered (a minimum of 2 feet) and provided such that not more than half the total number of adjacent bars are spliced at any one location, including mid-height of the wall.
9. HORIZONTAL JOINT REINFORCEMENT - Shall be of the Dur-O-Wall, galvanized, ladder style, Trimm-Tie type consisting of single wire continuous (truss wire back) wires which shall be embedded in the face shell mortar in alternate courses (every 16") on centers vertically.
10. HORIZONTAL JOINT REINFORCED BOX BATTLES - At splices and at corners, the top shall be a minimum of 8 inches and shall contain at least one cross wire at each plane of the spliced reinforcement.
11. BOND BEAMS - Comprising of 8 inches high inset grade (unless otherwise 16 inches high bond beams) are interlaced on the drawings shall be provided at the top of the CMU pilaster walls, Precast roofs, the bearing structural floor and roof framing, and at elsewhere shown on the plans to tie walls, and, when the height of the wall below the structural bearing being more than 8 feet. Each bond beam and lintel shall be reinforced with a minimum of 1-#5 continuous as shown (CM). Such bond beams shall be continuous around the perimeter of the structure, except at control joints and expansion joints.
12. BOND BEAM REINFORCEMENT - Provides 1" clear cover between the outermost bars. Provide 3/4" clear cover around the reinforcement. #3 at corners, splices 2 feet, at 16" on center horizontal bars at corners reinforced bars supported.
13. OPENINGS - Provide additional vertical and horizontal reinforcement around openings to settle, and at steel concentrations at anchor bolts, and lintels.
14. WALL OPENINGS AND WALL ENDS - The first two cells shall be reinforced with 1-#5 vertical in each grout. Fillet cell, (both reinforcement shall extend into the foundation to the top of the wall.

STATE OF TEXAS
BRANDON ANTONIO DAVID
83757
LICENSED PROFESSIONAL ENGINEER
01-03-2024
PE SQUARE ENGINEERING CONSULTANTS, LLC
TBPE FIRM REGISTRATION NUMBER
1001 WOOD THREE MEMORIAL DRIVE, SUITE 230, PEARLAND, TEXAS 77584
PH. 346-588-1811 • WWW.PESQUARE.COM
ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
10265 MINZER ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING ■ CONSULTANTS LLC

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* * *

FOUNDATION DETAILS

S2 OF 3

PROJECT DESIGN CRITERIA

- BUILDING CODES: 2021 IRC
- SNOW AND WIND: 140 MPH
- RISK CATEGORY: II
- EXPOSURE FACTOR: C

PERIMETER SEGMENTED PERMALOCK PILING

INTERIOR SEGMENTED PERMALOCK PILING

C PLAN LEGEND

NOTES:
1. PROVIDE CMU LINTELS FOR ALL OPENINGS IN INTERIOR CMU PARTITIONS AND EXTERIOR WALLS NON UNION STEEL LINTELS ARE NOT DETAILED. SEE ARCHITECT'S DRAWINGS FOR SIZE AND LOCATION OF OPENINGS. PROVIDE 8" MINIMUM BEARING AT EACH END FOR SPANS UP TO 6'-0". FOR SPANS MORE THAN 6'-0", PROVIDE 1" OF BEARING PER FOOT OF OPENING (EACH END).
2. SEE OTHER DETAILS ON DRAWINGS OR NOTIFY ENGINEER FOR CONDITIONS NOT COVERED BY THIS DETAIL.
3. SHORE ALL LINTELS UNTIL GROUT HAS REACHED AT LEAST 75% OF ITS DESIGN STRENGTH (TOTAL 7 DAYS).

B CMU LINTEL

FOR OPENINGS LESS THAN 5'-4" WIDE (8" CMU)

FOR OPENINGS 5'-4" TO 12'-0" (TWO WIDE (8" CMU)

FIELD LOCATE PLATFORM AS REQUIRED (VERIFY)

REF. TO STAIR DETAIL SHEET FOR CONSTRUCTION GUIDES

COVERED CAR PORT CAN BE RAISED WITH THE HOUSE, WHETHER OR NOT THE CONCRETE SLAB RAISED WITH IT WILL BE DETERMINED BY THE COUNTY, GRANT ADMIN, CONTRACTOR, AND HOMEOWNER.

CONCRETE PUSH PIERS @ 6'-0" CENTERS MAX TYPICAL

12"x18" CONCRETE BEAMS BETWEEN PADS, REINFORCE WITH 2-#5's TOP AND BOTTOM, #3 STIRRUPS AT 36" O.C.

NOTE:
INSTALL INTERIOR NEW 16"x16" CMU COLUMNS 6' ON CENTER (FOR EXISTING FOUNDATION BEAMS UNDER 16" IN DEPTH), 8' ON CENTER (FOR EXISTING FOUNDATION BEAMS 16" TO 20" DEEP), 10' ON CENTER (FOR EXISTING FOUNDATION BEAMS 24" DEEP AND GREATER). SLAB SHALL NOT SPAN OVER 6'-0" IN ANY DIRECTION.

NOTE:
INSTALL EXTERIOR NEW 16"x16" CMU COLUMNS 6' ON CENTER (FOR EXISTING FOUNDATION BEAMS UNDER 16" IN DEPTH), 8' ON CENTER (FOR EXISTING FOUNDATION BEAMS 16" TO 20" DEEP), 10' ON CENTER (FOR EXISTING FOUNDATION BEAMS 24" DEEP AND GREATER)

FIELD LOCATE PLATFORM AS REQUIRED (VERIFY)

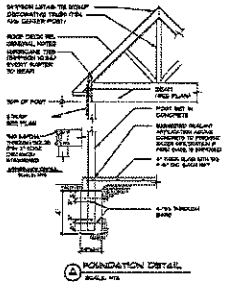
REF. TO STAIR DETAIL SHEET FOR CONSTRUCTION GUIDES

1 FOUNDATION PLAN
SCALE: 1/4"=1'-0"

NOTE:
REFER TO FOUNDATION DETAIL SHEET FOR SUGGESTED FOUNDATION DETAILS TO BE USED FOR THE SECOND FOUNDATION LIFT STAGE. CONTRACTOR TO MONITOR AND KEEP WRITTEN RECORDS OF ALL PRESSURES APPLIED ON PUSH PIERS AND FINAL PUSH PIER DEPTH RELATIVE TO FINISH GRADE

NOTE:
CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL TEXAS DEPARTMENT OF INSURANCE EVALUATION REPORTS FOR ALL COMPONENTS AND CLADDING PRIOR TO INSTALLATION IF APPLICABLE. COMPONENTS AND CLADDING INCLUDE BUT ARE NOT LIMITED TO WINDOWS, MAN DOORS, GARAGE DOORS, SIDING, ROOFING MATERIAL AND SKYLIGHTS. ENGINEER IS NOT RESPONSIBLE FOR IMPROPER INSTALLATION OR FOR INSTALLATION OF ANY UN-APPROVED PRODUCTS.

NOTE:
PILING AND PLACEMENT DIAGRAM IS AN ESTIMATE ONLY. ACTUAL PLACEMENT WILL BE REVISED AFTER EXISTING HOME IS LIFTED AND BEAM LOCATIONS ARE CONFIRMED BY JOBSITE INSPECTION.



A FOUNDATION DETAIL
SCALE: NTS

STATE OF TEXAS
RICARDO ANTONIO DAVID
85757
LICENSED
PROFESSIONAL ENGINEER
07-03-2024

PE SQUARE ENGINEERING & CONSULTANTS LLC
TBPE FIRM REGISTRATION NUMBER 19966
3617 SOUTH FREEDOMWOOD DRIVE, SUITE 208,
FRESNO/HOUSTON TEXAS 77545
P: 346-666-1811 / F: 832-442-4480

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
10268 WINZER ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING & CONSULTANTS LLC

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FOUNDATION PLAN

S1 OF 3

2021 INTERNATIONAL RESIDENCIAL CODE
DECKS & STAIRWAYS

TABLE R301.5
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS

USE	LIVE LOAD
STAIRS	40 psf (1 kN)
GUARDRAILS AND HANDRAILS	200# (0.89 kN)
BALCONIES AND DECKS	40 psf

A. INDIVIDUAL STAIR TREADS SHALL BE DESIGNED FOR THE UNIFORMLY DISTRIBUTED LIVE LOAD OR A 300# POUND CONCENTRATED LOAD ACTING OVER AN AREA OF 4 SQUARE INCHES.
B. A SINGLE CONCENTRATED LOAD APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP.

LANDINGS, Section R311.7(5) IRC 2021

R311.7 Floors and landings at exterior doors. There shall be a landing or floor on each side of each exterior door. The width of each landing shall not be less than the door served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel. Exterior landings shall be permitted up to have a slope not to exceed more vertical in 0 over horizontal (0-percent). Exception: Exterior decks no less than 6x6 square feet (.56m2) and only accessible from a door are permitted to have a landing less than 36 inches (914 mm) measured in the direction of travel.
R311.7.2 A flight of stairs shall not have vertical rise larger than 12'-7" (3.84 inches) between floor levels or landings

WIDTH, Section R311.7.1 IRC 2021

R311.7.1 Width. Stairways shall not be less than 36 inches (914 mm) in clear width at all points above the permitted handrail height and below the required headroom height. The clear width of the stairway at and below the handrail height, including treads and landings, shall not be less than 31 1/2 inches (787 mm) where a handrail is installed on one side and 27 inches (749 mm) where handrails are provided on both sides. Exception: The width of spiral stairways shall be in accordance with Section R311.7.10.1

HEADROOM, Section R311.7 IRC 2021

R311.7 Headroom. The minimum headroom in all parts of the stairway shall not be less than 6 feet 6 inches (2032 mm) measured vertically from the sloped line adjoining the tread nosing or from the floor surface of the landing or platform on that portion of the stairway. Exception: Where the nosings or treads at the side of a flight extend under the edge of a floor opening through which the stair passes, the floor opening shall be allowed to project horizontally into the required headroom a distance of 4 3/4 inches (121 mm). The headroom for spiral stairs shall be in accordance with Section R311.7.10.1.

RISER HEIGHT, Section R311.7.5.1 IRC 2021

R311.7.5 Risers. The maximum riser height shall be not more than 7 3/4 inches (196 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.68 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4 inch diameter (102 mm) sphere. Exception: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.

TREAD DEPTH, Section R311.7.5.2 IRC 2021

R311.7.7 Treads. The minimum tread depth shall be not less than 9 3/4 inches (254 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

HANDRAILS, Section R311.7.8 IRC 2021

R311.7.8 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers.

HEIGHT, Section R311.7.8.1 IRC 2021

R311.7.8.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

Handrail continuity, Section R311.7.8.2 IRC 2021
R311.7.8.2 Handrails shall be continuous from 6 1/2 inches (165 mm) on either side of the stairway

Handrail projection, Section R311.7.8.3 IRC 2021
R311.7.8.3 Handrails adjacent to a wall shall have a space of not less than 1 1/2 inch (38 mm) between the wall and the handrail.

Continuity, Section R311.7.8.4
R311.7.8.4 Continuity. Handrails shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in newel posts or safety terminals. Exception: Handrails shall be permitted to be interrupted by a newel post at the turn. The use of a volute, turnout, starting easing or starting tread shall be allowed over the lowest tread.

GRIP SIZE, Section R311.7.8.5 IRC 2021

R311.7.8.5 Grip size. All required handrails shall be of one of the following types or provide equivalent gripsurface. 1. Type 1 handrails with a circular cross section shall have an outside diameter of at least 1 1/4 inches (32 mm) but not greater than 2 inches (51 mm). If the handrail is not circular, it shall have a perimeter dimension of at least 4 inches (102 mm) and not greater than 6 1/4 inches (160 mm) with a maximum cross section of dimension of 2 1/4 inches (57 mm). Edges shall have a minimum radius of 0.01 inch (0.25 mm).
2. Type II. Handrails with a perimeter greater than 6 1/4 inches (160 mm) shall have a graspable finger recess area on both sides of the profile. The finger recess shall begin within a distance of 7/8 inch (22 mm) measured vertically from the tallest portion of the profile and achieve a depth of 5/16 inch (8 mm) within 7/8 inch (22 mm) below the widest portion of the profile. The required depth shall continue for at least 3/8 inch (9.5 mm) to a level that is not less than 1 3/4 inches (45 mm) below the tallest portion of the profile. The minimum width of the handrail above the recess shall be 1 inch (25 mm) and a maximum of 2 3/4 inches (70 mm). Edges shall have a radius not of less than 0.01 inch.

SPIRAL STAIRWAYS, Section R311.7.10 IRC 2021

R311.7.10 Spiral stairways. Spiral stairways and bulkhead enclosure stairways shall comply with all requirements of Section R311 except, as specified below. R311.7.10.1 Spiral stairways. Spiral stairways are permitted provided the minimum clear width is 26 inches (660 mm) with each tread having a minimum 7 1/2 inch (190 mm) tread depth at 12 inches (304 mm) from the narrower edge. All treads shall be identical, and the rise shall be no more than 9 1/2 inches (241 mm) a maximum of 6 risers is further must not shall be permitted. R311.7.10.2 Bulkhead enclosure stairways. Stairways serving bulkhead enclosures, not part of the required building egress, providing access from the outside grade level to the basement shall be exempt from the requirements of Sections R310 and R311 where the vertical height from the basement finished floor level to grade adjacent to the stairway does not exceed 8 feet (2438 mm) and the grade level opening to the stairway is covered by a bulkhead enclosure with hinged doors or other approved cover.

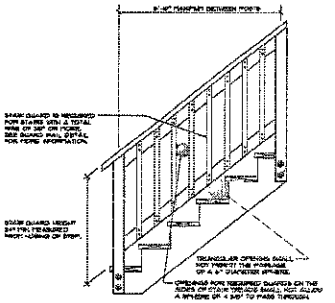
GUARDS, Section R312.1 IRC 2021

R312.1 Guards. Guards shall be provided in accordance with Sections R312.2 through R312.4. R312.1 Where required, guards shall be located along open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

R312.2 Height. Required guards at open-sided walking surfaces, including stairs, porches, balconies or landings, shall be not less than 36 inches (914 mm) high measured vertically above the adjacent walking surface, adjacent fixed seating or the line connecting the leading edges of the treads.
Exceptions:
1. Guards on the open sides of stairs shall have a height not less than 34 inches (864 mm) measured vertically from a line connecting the leading edges of the treads.
2. Where the top of the guard also serves as a handrail on the open sides of stairs, the top of the guard shall not be less than 34 inches (864 mm) and not more than 38 inches (965 mm) measured vertically from a line connecting the leading edges of the treads.

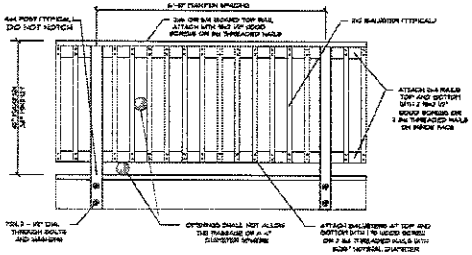
GUARD OPENING LIMITATIONS, Section R312.3, IRC 2021

R312.3 Opening limitations. Required guards shall not have openings from the walking surface to the required guard height which allow passage of a sphere 4 inches (102 mm) in diameter.
Exceptions:
1. The triangular openings at the open side of stair, formed by the riser, tread and bottom rail of a guard, shall not allow passage of a sphere 6 inches (153 mm) in diameter.
2. Guards on the open side of stairs shall not have openings which allow passage of a sphere 4 3/8 inches (111 mm) in diameter.

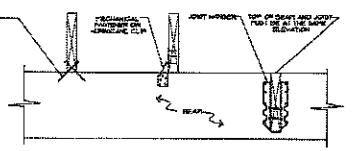


1.1 STAIR GUARD REQUIREMENTS

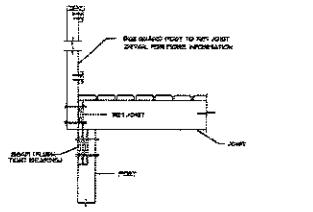
GUARD POST NOTE:
GUARD POSTS MAY BE INSTALLED TO THE INSIDE OF RIM JOISTS AND STRINGERS AT BUILDER'S DISCRETION (ATTACHMENT SIMILAR)



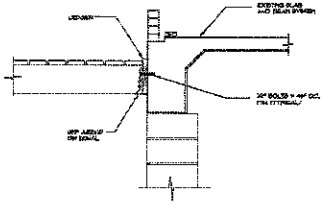
TYPICAL GUARD RAIL



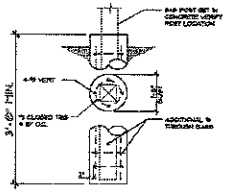
3.1 JOIST TO BEAM ATTACHMENT



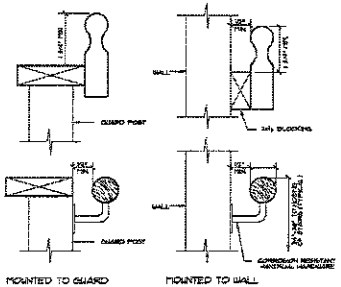
DECK ATTACHED , GUARD DETAIL AND BEARING OVER BEAM



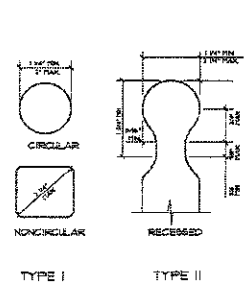
3.1 DECK ATTACHED AT HOUSE SLAB & BEAM SYSTEM



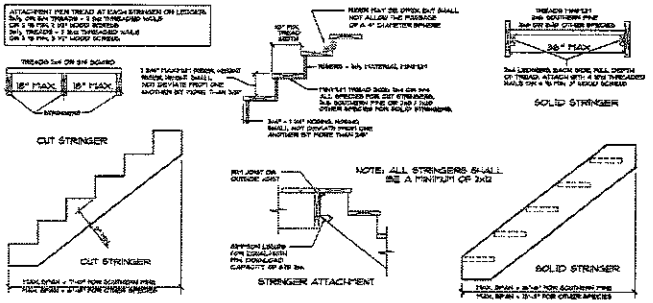
FOOTING REQUIREMENTS FOR DECKS & STAIRS SUPPORTS



1.1 HANDRAIL MOUNTING



HANDRAIL GRIP SIZE



3.1 STAIR STRINGER, TREADS, RISERS AND TREAD CONNECTION REQUIREMENTS

STATE OF TEXAS
RICARDO ANTONIO DAVID
95757
LICENSED PROFESSIONAL ENGINEER
07-03-2024

PE SQUARE ENGINEERING + CONSULTANTS, LLC
TBPE FIRM REGISTRATION NUMBER 18844
2811 SOUTH PROVIDENCE DRIVE SUITE 200, FRIENDSWOOD, TEXAS 77546
T: 281-818-1313 F: 281-818-2844

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
10268 WINZER ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING + CONSULTANTS LLC

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STAIR DETAILS

S3 OF 3

D E N × P E S Q U A R E • C O M

Gmail

Ryan Webb <ryan@excellohomes.com>

RE: 10263 Winzer Road, Beaumont

1 message

stacey soutex.net <stacey@soutex.net>
To: Ryan Webb <ryan@excellohomes.com>
Cc: "jeremy soutex.net" <jeremy@soutex.net>

Tue, Nov 26, 2024 at 9:08 AM

That is correct. It is written up and in line.

These take a bit per the norm and task of a certificate of no rise.

Your SOUTEX Job # is 24-0665

Stacey

From: Ryan Webb <ryan@excellohomes.com>
Sent: Tuesday, November 26, 2024 9:01 AM
To: stacey soutex.net <stacey@soutex.net>
Cc: jeremy soutex.net <jeremy@soutex.net>
Subject: Re: 10263 Winzer Road, Beaumont

Good Morning Stacey,

I just wanted to confirm that there was no other actions needed from us to move forward with this project

Thank You,

Ryan Webb
Design Team Lead

409-840-2100
byrdsonservices.com
excellohomes.com
ryan@byrdsonservices.com

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Voluntary Elevation Agreement

Between

Jefferson County

And

Patrick and Lauren Ratcliff

THIS AGREEMENT, (the "Agreement") is made and entered into on this 15th day of January, 2025, by and between the County of Jefferson, a political subdivision of the State of Texas, herein represented by its Director of Floodplain Management (hereinafter referred to as "COUNTY") and **Patrick and Lauren Ratcliff**, owner(s) of the Property identified in section 4.2 (hereinafter referred to as "PARTICIPANT").

On September 20, 2022 the County accepted the grant award from the Texas Water Development Board through the Federal Emergency Management Agency which featured the Property identified in Section 4.2.

1.0 Administration of Agreement.

1.1 County. All work shall be under the direction of the Director of the Department of Floodplain Management; (hereinafter referred to as "COUNTY"), and all requests, plans, reports, etc. shall be submitted to the Department of Floodplain Management. All approvals and administration of this Agreement shall be through the department unless tasks are designated to the project management or construction supervision firms.

1.2 Project Management Services. As authorized by executed Task Order dated September 14, 2022 and Notice to proceed dated August 24, 2021, Tidal Basin, has been awarded the contract to perform project management services for properties in the 2020 FMA Grant (Elevations) under RFP 21-024/YS. Tidal Basin may be reached at (985) 233-0268 or 126 Business Park Drive, Utica, NY 13502.

1.3 Construction Supervision Services. As authorized by Court Order, dated August 9, 2022 and Task order dated December 13, 2022, Comal Design Group has been awarded the contract to perform construction supervision services for properties in the FMA and HMA grants under contract no. RFSQ No. 22-50/MR. Clint Harris may be reached at (281) 687-7363 or via email at clintharris@comaldesign.com.

1.4 **Site Visits.** DHS/FEMA and/or TWDB, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of PARTICIPANT under this Grant, PARTICIPANT shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

2.0 **Scope of Agreement.** PARTICIPANT is eligible for payment of eligible expenses detailed in Exhibit A under the Federal Emergency Management Agency's Flood Mitigation Assistance Grant Program for an amount not to exceed federal share of **$209,852.60** for the Elevation of the Property identified in Section 4.2 with a PARTICIPANT required non-federal share of **$0.00** (the "Project"). **The selected homeowner upgrade of wall material to split-face CMU block are 100% homeowner cost share in the amount of $9,546.91 and is due at contract signing.**

2.1 Project funding cannot duplicate funds received by or available to PARTICIPANT from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs, legal awards, or other benefits associated with properties or damage that are subject of litigation. PARTICIPANT must identify any potential duplication of benefits.

2.2 PARTICIPANT acknowledges and agrees that this Project is paid for by Federal funds, and that the following applies:

2.2.1 The COUNTY is paying the Federal portion of the Project upfront and is not reimbursed until the Project is completed;

2.2.2 PARTICIPANT is required to cooperate with TIDAL BASIN and the selected Contractor, and the third-party inspector;

2.2.3 All materials delivered to the Project are for the Project and may not be removed, used or utilized, or hidden by PARTICIPANT;

2.2.4 PARTICIPANT must allow Contractor and all subcontractors access to the Property while the Project is in progress;

2.2.5 PARTICIPANT must treat Contractor and subcontractors with respect;

2.2.6 If PARTICIPANT prevents Contractor and/or subcontractors from performing the job contracted for, this Contract may be terminated and PARTICIPANT will be required to re-pay COUNTY all funds expended up to termination of this Contract. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.2.7 COUNTY will pay all milestones within 30 days of receipt after inspection and approval by the third-party inspector if the milestone complies with the engineer-stamped design drawings and the scope of work outlined in project documents.

2.2.8 Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will be responsible for all costs expended up to the termination. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.3 PARTICIPANT acknowledges that the property identified in section 4.2 of this agreement shall be elevated either three (3) feet above the best available BFE as determined by the County Floodplain Administrator or one (1) foot above the highwater flood elevation for the structure, whichever is higher and that no lower elevations are allowed under this agreement. Base Flood Elevation will be verified with an elevation certificate; the highwater flood elevation will be verified using alternate documentation such as pictures or videos of water level experienced.

3.0 **Notice to Proceed**. The PARTICIPANT shall be issued the following Notices to Proceed from the Project Management Firm.

3.1 **Procure Bids.** TIDAL BASIN will coordinate with all County-approved list of contractors a pre-bid meeting at the Property. PARTICIPANT will be required to participate in the pre-bid meeting. After pre-bid meeting, all contractors will provide bids to TIDAL BASIN. TIDAL BASIN will provide the summarized bids to PARTICIPANT to select the contractor of his/her/their choice. PARTICIPANT contractor selection shall be submitted to TIDAL BASIN in writing. TIDAL BASIN, PARTICIPANT and Contractor shall review, discuss the project, and finalize all documents.

3.2 **Notice to Procure Engineering.** After finalization of all documents with Contractor, TIDAL BASIN shall issue a notice to proceed with engineering drawings to the Construction Contractor with copy provided to PARTICIPANT.

Selected Construction Contractor shall submit the engineer design plans to TIDAL BASIN for grant compliance review. Engineer design plans will be compared to the detailed cost estimate by TIDAL BASIN.

Engineer design plans and detailed cost estimate may require revision(s) by Engineer and/or selected Construction Contractor to ensure federal funds will be expended on expenses that are necessary, allocable, and reasonable. PARTICIPANT will approve and sign off on any design changes required. Should items included in engineer design plans and/or detailed cost estimate be deemed ineligible federal cost under section 2.0, the costs are the responsibility of the PARTICIPANT and need a separate work agreement and proof of payment.

Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will pay the cost of engineering and design to the Contractor.

3.3 **Notice to Proceed with Construction.** After review and approval of engineer design plans and detailed cost estimate, TIDAL BASIN shall schedule a meeting with the PARTICIPANT and selected construction firm to sign the construction contract(s). Contracts may not be signed without a TIDAL BASIN representative present. Should items be constructed outside of the scope identified in the approved contract and plans, these items shall be deemed ineligible for the federal cost share of Section 2.0. Any ineligible costs are the responsibility of the PARTICIPANT and will require separate work agreement(s) and proof of payment.

4.0 **Operations.**

4.1 **Term:** The term of this Agreement shall expire on 7/18/2025 which is the end of the TWDB grant contract identified as contract 2000012634. Should the TWDB issue an extension to the grant period of performance, the term will automatically extend to the new period of performance, if needed.

4.2 **Location.** **10112 Winzer Road, Beaumont, TX 77705** (the "Property").

4.3 **Compliance with Laws, Rules, and Regulations.** PARTICIPANT and selected Construction Contractor shall comply with all applicable laws, rules and regulations.

5.0 Financial Matters.

5.1 Payments. The payment schedule for services will be as follows:

5.1.1 **PARTICIPANT.** PARTICIPANT shall remit local cost share for project services to COUNTY upon execution of this Agreement. All payments must be made by cashier's check. All payments are non-refundable. Payment shall be made payable to "JEFFERSON COUNTY FMA HOMEOWNER'S MATCH FUND" and hand-delivered upon signing this Agreement.

5.1.2 In the event Property Owner does not pay the County for the above referenced services, County may seek any legal remedies available to it, including filing a lien on the Property in the County Clerk's Official Records and enforcing the lien, to recoup the monies paid by COUNTY. The terms of this Agreement shall be governed by the laws of the State of Texas.

5.1.3 **Construction.** COUNTY shall pay invoices directly to the construction contractor, after review and approval by TIDAL BASIN, for eligible expenses documented by milestone inspection reports according to the schedule of values below. The COUNTY will not pay construction invoices without passed milestone inspection reports. Failed inspections and re-inspections shall be deducted from Contractor invoices and the Contractor billed directly by the inspection company.

5.1.3.1 **Milestone 1** – 20% of Construction Contract Amount

5.1.3.2 **Milestone 2** – 40% of Construction Contract Amount

5.1.3.3 **Milestone 3** – 30% of Construction Contract Amount

5.1.3.4 **Milestone 4** – 10% of Construction Contract Amount

5.1.4 **Relocation Reimbursement.** COUNTY shall reimburse PARTICIPANT for cost incurred that meet guidelines of the Relocation Reimbursement procedures up to the maximum allowable costs under the Grant ($1,000 for

elevation. PARTICIPANT is not eligible for the relocation reimbursement without proper receipt and documentation of expenses. COUNTY reserves the right to reject reimbursement for unallowable costs.

5.1.5 PARTICIPANT hereby acknowledges and agrees that if all milestone inspection reports are approved by the inspector and the project is elevated or reconstructed as the signed sealed engineer drawings specify, COUNTY will pay the milestone even if PARTICIPANT refuses to approve and/or sign the final milestone form.

COUNTY shall issue all checks on a net thirty (30) day basis from the date of receipt of all required documents by COUNTY.

6.0 Records.

PARTICIPANT shall provide JEFFERSON County, FEMA, TWDB, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the PARTICIPANT which are directly pertinent to this agreement for the purposes of audits, examinations, excerpts and transcriptions. The PARTICIPANT shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts of transcriptions as reasonably needed.

The PARTICIPANT shall maintain all books, records, accounts, and reports required under this agreement for a period of not less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case PARTICIPANT shall maintain books, records, accounts, and reports until the PARTICIPANT, JEFFERSON County, FEMA, TWDB, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

7.0 Termination or Suspension. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed; but this Agreement may be terminated under any or all of the following conditions:

a. By mutual agreement and consent of the PARTIES hereto.

b. By COUNTY as a consequence of the failure of PARTICIPANT and/or Construction Contractor to comply with the terms in a satisfactory manner, provided COUNTY, through TIDAL BASIN, will give PARTICIPANT and Construction Contractor written notice of any such failure and ten (10) days (or more if authorized in writing by the COUNTY) to cure any such failure.

c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.

d. By COUNTY for convenience by issuing PARTICIPANT thirty (30) days written notice.

e. If PARTICIPANT terminates this agreement, PARTICIPANT agrees to pay the cost of services rendered up to the date of termination.

8.0 **Notice.** 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, sent by mail or electronic mail as follows:

COUNTY:
Jefferson County Engineering Department
Michelle Falgout, P.E., CFM
County Floodplain Manager
1149 Pearl St
Beaumont, TX 77701
Michelle.falgout@jeffcotx.us
Phone Number: (409) 835-8584

PARTICIPANT:
Patrick Ratcliff
10112 Winzer Road
Beaumont, TX 77705
Patrick.ratcliff22@yahoo.com
Phone Number: (325) 232-2965

Lauren Ratcliff
10112 Winzer Road
Beaumont, TX 77705
Phone Number: (325)232-2864

TIDAL BASIN:
Andrea Hebert
(985) 233-0268
Andrea.hebert@tidalbasingroup.com

8.1 Written notices hereunder delivered personally or Electronic Mail shall be deemed communicated as of actual receipt or emailed; notices deposited with an overnight delivery service shall be deemed communicated the following business day; mailed notices shall be deemed communicated five (5) days after deposit in the mail.

9.0 Insurance.

9.1 PARTICIPANT shall secure and maintain at its expense National Flood Insurance Program (NFIP) insurance upon completion of the project in perpetuity. The requirement to maintain flood insurance will be documented in the Property deed. Failure to acquire and maintain such insurance will forfeit milestone payments in Section 5 and may result in recoupment of the amount of the grant funds expended by FEMA. Recoupment of funds from FEMA will be the sole responsibility of the PARTICIPANT to repay to FEMA.

The PARTICIPANT is required to provide an Insurance Declaration page demonstrating the amount of NFIP building coverage is at least equal to the final eligible project cost (Federal and Non-Federal Share) or NFIP maximum coverage to COUNTY and TIDAL BASIN prior to release of the final milestone payment and any eligible homeowner reimbursements.

9.2 Prior to the execution of the Construction Contract with the Selected Construction Contractor, PARTICIPANT or Selected Contractor shall provide, proof of the following insurance coverage of the Selected Construction Contractor (or applicable sub-contractors).

a. Insurance requirements under the Request for Statement of Qualifications, attached hereto as Exhibit "C".

b. A riggers endorsement equal to or exceeding the current market value of the structure.

c. The state licensing board for contractors' certification classification of "rigging, house moving, wrecking and dismantling.

9.3 Upon failure of PARTICIPANT to furnish, to deliver and maintain such insurance as provided, this contract, at the election of the COUNTY, may be forthwith declared suspended, discontinued or terminated. Failure of PARTICIPANT to take

10.5 This Agreement represents the entire Agreement between COUNTY and PARTICIPANT. This Agreement may only be amended in writing and must be signed by both COUNTY and PARTICIPANT.

10.6 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in JEFFERSON County, Texas.

10.7 Nothing contained in this Agreement shall constitute or be deemed or construed to create and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

10.8 Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

AUTHORITY FOR COUNTY TO REMOVE PARTICPANT FROM THE PROGRAM

RUDE, OFFENSIVE AND INAPPROPRIATE BEHAVIOR WILL NOT BE TOLERATED FROM PARTICPANT(S). ALL PARTICPANTS ARE EXPECTED TO TREAT COUNTY, TIDAL BASIN, INSPECTORS, CONTRACTORS, AND SUBCONTRACTORS WITH RESPECT. THE CONTRACTOR HAS A RIGHT TO A PRODUCTIVE AND SAFE WORK ENVIRONMENT. HARASSMENT, INTERFERENCE, OR OTHER ACTION(S) COMMITTED BY THE PARTICIPANT THAT ARE CONTRADICTORY TO TIMELY, AND SAFE COMPLETION OF ELEVATION WORK ON THE PART OF THE PARTICIPANT ARE IN VIOLATION OF THIS AGREEMENT. FOWL LANGUAGE, SCREAMING, AND THREATENING CONDUCT WILL NOT BE TOLERATED. IF YOU HAVE A CONCERN OR COMPLAINT, TIDAL BASIN HAS AN APPROPRIATE METHOD OF SUBMITTING SUCH COMPLANT AND IT WILL BE HANDLED APPROPRIATELY. IF A PARTICIPANT REFUSES TO UTILIZE THE APPROPRIATE COMPLAINT PROTOCOL AND INSTEAD CHOOSES TO HARRASS, OFFEND, SCREAM, CUSS, AND NOT DISCUSS THE SITUATION IN A RATIONAL MANNER, PARTICIPANT WILL BE PROVIDED NOTICE OF REMOVAL FROM THE PROGRAM AND A LIEN FOR THE MONEY EXPENDED BY THE COUNTY WILL BE FILED ON THE PROPERTY. BY SIGNING THIS AGREEMENT, PARTICPANT(S) HEREBY ACKNOWLEDGE THIS REQUIREMENT AND AGREE(S) TO CONDUCT HIMSELF/HERSELF/THEMSELVES IN AN APPROPRIATE MANNER. PARTICPANT(S) FURTHER ACKNOWLEDGES THAT REMOVAL FROM THE PROGRAM AND THE FILING OF A LIEN MAY OCCUR FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.

IN TESTIMONY WHEREOF, this Agreement is executed in three (3) originals, the day and year first above written.

Property Owner

By: _____

Printed Name: Patrick Ratcliff

By: _____

Printed Name: Lauren Ratcliff

Dated: 01/15/2025

County of JEFFERSON

By: _____

Jeff Branick

JEFFERSON County Judge

Dated: 1-28-2025

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE 1/28/25

Exhibit A

Funding Source Breakdown

Exhibit A
Funding Source Breakdown

Contractor Bid	
Grant Eligible Costs (100% Federal Cost)	**Excello Homes**
Engineering	$ 5,864.67
Site Preparation	$ 5,236.32
Permitting	$ 2,345.87
Bonding & Insurance/Warranty	$ 3,518.80
Excavation/Piles	$ 54,019.46
Elevation	$ 55,218.02
Foundation	$ 55,601.72
Utilities	$ 6,702.48
Steps, Landings, Carpentry	$ 16,756.20
Finishing Detail	$ 4,189.06
Final Elevation Certificate	$ 400.00
ADA Accommodation (if applicable)	$ -
Total Contractor Costs without Upgrades	**$ 209,852.60**
Upgrades (100% Homeowner Cost)	
Additional Elevation Cost	$ -
Expanding Landings	$ -
Upgraded Structural Wall Material	$ 9,546.91
Total Costs of Upgrades	**$ 9,546.91**
Other Grant Costs	
Structural Integrity Inspection	$ 2,250.00
Pre-Elevation Certificate	$ 400.00
Construction Inspections	$ 4,000.00
Temporary Housing Allowance (Maximum)*	$ 1,000.00
Per Parcel Fees	$ 12,000.00
Total Other Costs	**$ 19,650.00**

Total Grant Cost Breakdown	
	Bid 1
Total Grant Eligible Costs	$ 229,502.60
- Duplication of Benefits	$ -
Total Grant Eligible Costs - Duplication of Benefits	$ 229,502.60
Total Federal Cost	**$ 229,502.60**
Total Grant Eligible Homeowner Cost	$ -
Total Upgrades Cost	$ 9,546.91
Total Duplication of Benefits	$ -
Total Homeowner Cost	**$ 9,546.91**

Exhibit B

Selected Upgrades

If applicable, the PARTICIPANT is financially responsible for the cost of selected upgrades in entirety. Any costs incurred from work or materials associated with upgrades are not grant eligible and must be completely covered by the PARTICIPANT.

The Participant has chosen the following upgrades:

☐ Additional elevation height beyond the minimum height required to reach COUNTY REQUIREMENTS

■ Upgraded material for structural walls

☐ Expanded Landings

For additional detail about the chosen upgrades, see Exhibit "A".

EXHIBIT C

Insurance Requirements

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$1,000,000	$1,000,000
b. Aggregate policy limits	$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000	$1,000,000
b. Property damage	$1,000,000	$1,000,000
c. Aggregate policy limits	$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Exhibit D

Itemized Elevation Contract

CONTRACT FOR ELEVATION WORK

THIS CONTRACT, entered into as of January 15, 2025, by and between **Patrick & Lauren Ratcliff** hereinafter called the "**Owner**", and **EXCELLO HOMES** hereinafter called the "**Contractor**", **WITNESSETH:**

WHEREAS, the Owner has applied to JEFFERSON County, Texas, hereinafter called the "County", for housing ELEVATION assistance under the FMA Contract No. 2000012634 Grant Award from the Texas Water Development Board through the Federal Emergency Management Agency known as the Flood Mitigation Assistance Grant Program (hereinafter "FMA"), and the County has approved such application; and

WHEREAS, the Owner proposes to pay the cost of the ELEVATION assistance provided for in this Contract with the proceeds of the FMA funds allotted to the Owner by the County under FMA and from Owner's required non-federal share of the cost of such ELEVATION work; and

WHEREAS, in response to the invitation of the County, the Contractor has submitted a Bid Proposal for the performance of the ELEVATION work provided for in this Contract; and

WHEREAS, JEFFERSON County Commissioners Court awarded RFSQ No. 22-047 Contractor Qualifications for Residential Home ELEVATION for FEMA Disaster Funding Recipients hereinafter called the "Project" on , Court Order, dated August 9, 2022; and

WHEREAS, the County and Owner have accepted the Contractor's Bid Proposal for the performance of such ELEVATION work, and desires to engage the Contractor to perform such ELEVATION work in accordance with the provisions of this Contract and applicable requirements of FMA; and

WHEREAS, the County shall utilize TIDAL BASIN, Inc. as Program Manager, hereinafter called the "Manager", as the representative for the COUNTY for this contract.

NOW, THEREFORE, for consideration stated herein, Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Sec. 1. Property to be Elevated. The Property to be elevated pursuant to this Contract is located at: 10112 Winzer Rd, Beaumont, TX 77705.

Sec. 2. Contract Price. Upon satisfactory completion of the ELEVATION work provided for in this Contract, as determined on the Owner's behalf by the County, the Contractor shall be paid the amount of **Two hundred nineteen thousand three hundred ninety-nine and fifty-one cents ($219,399.51)** includes homeowner upgrade amount, hereinafter called the "CONTRACT PRICE", which shall constitute full and complete compensation for the Contractor's performance of the ELEVATION work provided in this Contract.

Sec. 3. Notice. Any notice permitted or required to be given under this Contract shall be in writing and may be given by hand-delivery, email, or certified United States mail, postage prepaid, return receipt requested addressed to:

Owner(s):

Patrick and Lauren Ratcliff
10112 Winzer Rd
Beaumont, Texas 77705
Email: will.b.taber@gmail.com

Manager:

TIDAL BASIN, Inc.
126 Business Park Dr,
Utica, NY 13502
ATTN: Andrea Hebert
Email: andrea.hebert@tidalbasingroup.com

County:

JEFFERSON County Floodplain Department
1149 Pearl Street
Beaumont, Texas 77701
ATTN: Michelle Falgout
Email: michelle.falgout@jeffcotx.us

Contractor:

Excello Homes
1245 West Cardinal Drive
Beaumont, TX 77705
ATTN: Ryan Webb
Email: ryan@excellohomes.com

Sec. 4. Acceptance of Contractor's Bid Proposal. Contractor's Bid Proposal for the ELEVATION work in this Contract has been accepted by Owner and County on January 15, 2025. Said Detailed Contractor's Bid is attached hereto as **Exhibit "B".**

Sec. 5. Contract Documents. The Contract Documents that comprise this contract for ELEVATION work consists of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of whom is hereby incorporated in this Contract by reference: (a) the Contractor's Bid Proposal including scope of work **(Exhibit "B")**; (b) Engineered Design (include Engineer-stamped design once stamped once completed and signed by both Contractor and Owner) and attached hereto as **Exhibit "D"**; and (c) RFSQ No. 22-47 including all terms and conditions, general specifications, and Federal requirements.

The Contractor shall perform the ELEVATION work provided for in this contract in strict conformance with the Contract Documents that comprise this Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. **Specifically, no "side" or "additional" contracts are to exist between the Owner and Contractor.**

Sec. 6. Scope of Work. The Contractor shall furnish all necessary materials equipment, tools, labor, and supervision necessary to perform, and shall perform all of the ELEVATION work provided for in this Contract as set forth in the bid proposal, scope of work as defined in the RFSQ and engineered design, relating to the property described in Section 1 of this Contract. All supplies used in the ELEVATION shall be new and **MATERIALS OF GOOD QUALITY.**

The Contractor shall, in accordance with contract documents, elevate the house in accordance to COUNTY requirements as determined by an official elevation certificate or the last flood of record. If mutually agreed upon by the Owner, Contractor and Manager, the Contractor must achieve additional elevation height beyond the grant minimum as specified in the bid.

Sec. 7. Time of Performance. The Contractor shall commence the ELEVATION work provided for in this Contract within FIFTEEN (15) CALENDAR DAYS from the date of contract execution and shall satisfactorily complete such work within ONE HUNDRED FIFTY (150) CALENDAR DAYS from the date of start of construction. The Contractor shall be responsible for scheduling the ELEVATION work, and for coordinating the operations of all trades, subcontractors and suppliers engaged by the Contractor in connection with the work. All ELEVATION work provided for in this Contract shall be done in a competent and workmanlike manner. Notwithstanding the aforesaid, the Contractor may be excused from the time of performance requirement if, during the progress of the work, delay is authorized in writing by the Manager due to any act or negligent act of the Owner or by authorized changes in the work, or by strikes, lockouts, fire, flood, unusual delay in transportation, epidemic, unavoidable casualties, weather of unusual severity, or any causes completely beyond the Contractor's control, and the time of completion shall be extended for such reasonable time as the Manager may decide. The Manager shall make final decisions on the jurisdiction of causes offered as a basis for extension of time. All extensions of time must be approved in writing by Manager.

Sec. 8. Permits and Codes. The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the ELEVATION work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes and regulations of the County and other applicable entities. Before installing any work, the Contractor shall examine the List of Work, General Specifications and Plan Drawings (if any) for compliance with applicable codes and regulations of the County and other applicable entities. The Owner, with the assistance of the County, will adjust this Contract by Change Order to comply with such codes or regulations, unless written waivers covering the difference has been granted by the appropriate agency or department of the County or entity, and make appropriate adjustment in the Contract Price. If the Contractor should fail to observe the foregoing provision, and proceeds with the installation of any work not in compliance with applicable codes or regulations of the County or entity, including any written waivers, not withstanding the fact that such installation is in compliance with the List of Work, General Specifications and Plan Drawings (if any), the Contractor shall

correct such work without cost to the Owner, but a Change Order will be issued by the Owner to cover only the excess cost that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

Sec. 9. Care of Work. The Contractor shall keep the premises clean and orderly during the course of the ELEVATION work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance of the work and shall remove all debris on completion of the work. All surplus materials delivered to the job site and all materials, fixtures and equipment removed and not reused shall remain or become property of the Contractor and its subcontractors and shall be removed from the job site promptly after completion as well as all rubbish and debris resulting from the Contractor's operation. *Owner shall not remove, use, or hide materials delivered to the job site by Contractor.* When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazards.

Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

Sec. 10. Insurance. Prior to commencement of the Services, Contractor shall furnish Owner and Project Manager with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Owner and Project Manager. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "C."** Owner and County shall be named as additional insured to all required coverage except for Workers' Compensation. All liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of Owner and County.

Sec. 11. Performance and Payment Bond. Contractor shall provide to Owner and Manager a payment and performance bond, each in the amount of value of the project plus 10% within ten (10) calendar days after execution of contract. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Owner/Manager reserves the right to accept or reject any surety company proposed by Contractor. In the event Owner/Manager rejects the proposed surety company, Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Owner/Manager.

Sec. 12. Contractor to Hold Owner, Manager and County Harmless. The Contractor shall indemnify, and hold harmless the Owner, Manager, the County, its Officials, employees and consultants from all liability claims and attorney's fees incurred by the indemnee, for damages

because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

Sec. 13. General Guaranty. The Contractor shall guarantee the ELEVATION work performed under this Contract for a period of ONE (1) YEAR from the date of the completion and final payment of all work required by this Contract, and shall remedy any defect due to faulty material or workmanship, as decided by the County, and pay for any damage to other work resulting therefrom which shall appear within the period of ONE (1) YEAR from the date of the 90% final payment for such work. The Contractor shall also furnish the Owner, c/o the Manager, with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.

Sec. 14. Inspection. During and after the performance of the ELEVATION work, the Contractor and the Owner shall permit the County, the Manager, the State of Texas and/or the United States Government to examine and inspect the ELEVATION work as necessary to assure that the ELEVATION work contracted for and performed by the Contractor:

(a) will bring the property items being rehabilitated into compliance with the requirements of the FMA Guidelines; and,
(b) is being completed in accordance with the requirements of this Contract including the bid proposal, scope of work and engineered design.

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover, the locality, State, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall pay for the cost of failed inspections and untimely inspections that prevent sufficient evaluation of the work associated with the applicable milestone as determined by the inspection firm and the Manager. Inspection disputes should be sent in writing to the Manager and the County. Inspection company shall directly invoice the contractor for the cost of failed and untimely inspections. If Contractor fails to timely pay for the cost of failed and untimely inspections, Contractor hereby authorizes the payment to be deducted from the milestone being paid.

Sec. 15. Assignment of Contract. The Contractor shall not assign this Contract without the prior written consent of the County, Owner and Manager.

Sec. 16. Contract Changes. *No modifications of this Contract shall be made after its execution by*

the Contractor and the Owner except by written instrument signed by the Contractor, accepted by the Owner and approved by the Manager. In the event violation of applicable codes and/or health and safety violations are discovered during construction, said violations shall be inspected by Manager, and Owner and Contractor agree to add correction of the code violations and/or health and safety violations if funds are available. In the event funds are not available, the violations which are more severe will be corrected first, with an appropriate change order.

Sec. 17. Changes in the Work. No changes, alterations, additions, deletions or substitutions shall be made in the work or materials called for in the List of Work, General Specifications, Engineered drawings, or Plan Drawings (if any) which are part of this Contract, except by written **Change Order** signed by the Owner AND Contractor and approved in writing by the Manager. Change Orders shall be limited to covering work items, the need for which cannot be determined until sometime during the Contractor's performance of the ELEVATION work, and when issued, shall be deemed to be modifications of this Contract as originally executed by the Owner and the Contractor. All proposed Change Orders shall be reviewed and approved by the Manager before being signed by the Owner. The ELEVATION work shall be completed pursuant to the engineered design in this contract unless change orders are approved in writing.

Sec. 18. Owner to Cooperate with Contractor. The Owner shall permit the Contractor to use, at no cost to the Contractor, existing utilities such as light, heat, power and water necessary to the Contractor's performance and completion of the ELEVATION work provided for in this Contract, and shall otherwise cooperate with the Contractor to facilitate the performance of the work. The Contractor shall be responsible for the removal and replacement of rugs, coverings and furniture, etc., as necessary. The execution of this contract establishes the Contractor's right to enter the property identified in Sec. 1 of this agreement to complete ELEVATION work until project completion and final inspection approval. Under this provision, the homeowner agrees to allow the Contractor access to the property and agrees to cooperate with the Contractor to complete ELEVATION work.

Sec. 19. Occupancy Provision. The premises are not to be occupied during the course of the ELEVATION work. The Owner may not interfere with the ELEVATION work. The Owner may not enter the construction zone.

Sec. 20. Interest of County Officials and Personnel in Contract. No member of the County's staff and no officer, employee of member of the governing body of the County who exercises any functions or responsibilities in connection with the administration of FMA to which this agreement pertains shall be allowed by either the Owner or the Contractor to have any private interest, direct or indirect, in the agreement.

No officer or employee of the County or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Sec. 21. Method of Payment. Payments shall be made based upon that portion of the work which has been completed. Contractor shall provide a sworn statement to the Owner and Manager, setting forth the percentage of the services provided which were completed pursuant to RSFQ 22-047/MR, Scope of Work, Section 1.0 and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Contractor certifying that the work was performed, it was authorized by the Manager and that all information contained in the invoice being submitted is true and correct.

Upon receipt of the Contractor's requisition for payment, the Manager shall make a partial and/or final inspection of the property to which this requisition pertains, to assure that the property has been brought into compliance with the RFSQ 22-047, and that the ELEVATION work has been satisfactorily completed in conformance with this Contract, the bid proposal, the scope of work and the engineer-stamped design. The Contractor shall be paid the Contract Price for completion of the work only after final inspection and acceptance of all work to be completed by the Contractor pursuant to this Contract, and the Contractor has furnished the Owner, c/o the Manager all guarantees and warranties due the Owner for the ELEVATION work, satisfactorily executed releases of all liens or claims for liens by the Contractor, all laborers, all subcontractors having performed any work, and all suppliers of materials, equipment and services provided to the Contractor in connection with the work. Any payments are subject to satisfactory intermediate and final inspection by the Manager. The final payment shall be made including all remaining amounts due under the Contract as adjusted in accordance with approved Change Orders and subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract. If the Manager and Owner deem it unnecessary to correct work injured or not done in accordance with this Contract and its attachments, an equitable deduction from the Contract Price based solely upon the judgment of the Manager, shall be made therefore. The retainage payment shall be made 30 day after the final payment subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract which may arise during the 30-day period. No payment made under the Contract shall act as a waiver of the right of the Owner to require the fulfillment of all Contract terms.

The Owner agrees to allow payment in full to the Contractor, subject to the County's acceptance of the Housing ELEVATION work as satisfactorily completed in accordance with this Contract, the scope of work, the bid proposal and the engineer-stamped design.

Sec. 22. Applicable Law. The laws of the State of Texas govern all disputes arising out of or relating to this Contract. The parties hereto acknowledge that venue is proper in JEFFERSON County, Texas for all legal actions or proceedings arising out of or relating to this Contract and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Sec. 23. Disputes. All disputes arising under this Contract or its interpretations, whether involving law or fact or both, extra work, and all claims for alleged breach of contract shall be presented in writing by the Contractor or Owner to the Manager, within TEN (10) DAYS of commencement of the dispute, for decision by the Manager. Such claims shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. While the claim is

reviewed, the Contractor shall proceed with the work. Any work stoppages must be approved in writing by the Manager. Any claim not presented within the time limit specified in this section shall be deemed to have been waived. Each decision by the Manager will be in writing and will be emailed and mailed by regular mail to the Contractor and the Owner. If the Contractor does not agree with any decision of the Manager, the Contractor shall in no case allow the dispute to delay the work on the other items in this Contract, but shall promptly notify the Owner and the Manager that he is proceeding with the work on the other items in this Contract under protest and he may then except the matter in question from the final lien release until the dispute has been resolved according to law. The Owner agrees to allow the Contractor to complete all necessary work under this contract while disputes are reviewed for decision by the Manager.

Sec. 24. Liquidated Damages. It is agreed between the Owner and the Contractor that damages due to delay are impossible to determine and that in the event the Contractor does not complete the work required under this Contract within the specified time, the Contractor shall be liable for and shall deduct from the total Contract amount as liquidated damages, the sum of ONE HUNDRED DOLLARS AND NO CENTS ($100.00) FOR EACH CALENDAR DAY OF DELAY from the date stipulated for completion in this Contract except as modified by Change Order or conditions stated in Sections 5 and 14 until such work is satisfactorily completed and accepted. The Contractor maybe excused from liquidated damages in the event that delays are approved in writing from the Manager as set forth in Section 7.

Sec. 25. Termination. The Manager shall notify the Contractor of Owners intent to declare the Contractor in default in the performance of this Contract in case(s) where the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, scope of the work, bid proposal and/or the engineer-stamped design, or fails to proceed with or complete the work within the time limit specified in this Contract or the provisions of the Contract are otherwise violated by the Contractor. The Manager shall notify Owner of Contractor's intent to declare the Owner in default if the provisions of the Contract are otherwise violated by Owner. Such NOTICE OF INTENT TO DECLARE DEFAULT shall contain the reason(s) for the intent of such declaration and the Contractor and/ or Owner shall be declared in default and his/her right to proceed under the Contract terminated, unless such Contractor and/ or Owner corrects such violation or satisfactory arrangements are made for its correction within TEN (10) DAYS after date of notice of Notice Intent to Declare Default was emailed and mailed by certified mail return receipt requested. Should the Contractor and/or Owner not meet the requirements mentioned above, the respective party shall declare the other party in default upon TWO (2) DAYS Notice of Declaration. If the Contractor is declared in default, the Owner, with the assistance of Manager, will proceed to have the work completed through Contractor's Bond. Contractor shall be responsible for any damages resulting to the Owner and/or Manager by reason of said default. In the event of any breach of this Contract and/or unsatisfactory work, the Owner, upon written approval by the Manager, may at his option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the Contractor hereunder. If the Owner is declared in default of this agreement by Contractor, the Owner will be responsible for completing the ELEVATION work outside of the FMA. Owner will be required to re-pay County all money expended on the ELEVATION work. Owner hereby acknowledges and approves County filing a lien in the County Clerk's Official Records on the property subject to the ELEVATION to secure the funds expended on the ELEVATION.

Sec. 26. Effective Date of Agreement. This Agreement shall not become a Contract binding upon the parties concerned until these parties have properly signed this Agreement.

Sec. 27. Contractor Work Environment. This Agreement establishes the Contractor's right to a productive and safe work environment. Harassment, interference, or other action(s) committed by the Owner that are contradictory to timely, and safe completion of ELEVATION work on the part of the Owner are in violation of this agreement. Any complaints arising from this agreement shall be presented to the Manager and County in writing within five (5) business days of the first occurrence of harassment, interference, or other action(s) committed by the Owner.

Sec. 28. State Auditor Clause. By executing this Contract the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Sec. 29. Financial Records Clause. The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

Sec. 30. Ownership Clause. The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORs will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any

news releases or other publications relating to the work performed under this CONTRACT.

Sec. 31. No Debt Against the State Clause. This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

Sec. 32. Licenses, Permit and Insurance Clause. For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.

The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions, and such documents stated in Section 2, such additional provisions shall be attached to this Contract prior to its execution by the Contractor and the Owner. If no additional provisions are to be included in this Contract, this Contract shall so state by having the word "NONE" written or typed on the following line. NONE.

Any and all revisions attached to "Notice to Proceed".

IN WITNESS WHEREOF, the Contractor and the Owner have executed this Contract as of the date first above written.

HOMEOWNER(S)

Patrick Ratcliff

Lauren Ratcliff

Signature(s)

CONTRACTOR

Signature Contractor's Authorized Representative

Printed Name: Ryan Webb

EXHIBIT A

QUALIFIED BIDDER

The Manager has reviewed received bids and has determined that the Owner's contractor selection, **CONSTRUCTION CONTRACTOR** has submitted a bid within the acceptable limits and is a qualified bidder. As such, the County is in agreement with the terms of this contract between the Owner and the Contractor.

Jeff Branick
JEFFERSON County Judge

January 15, 2025
Date

Andrea Hebert
Project Manager, TIDAL BASIN

2/3/2025
Date

ATTEST
DATE 1/28/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

EXHIBIT B

DETAILED CONTRACTOR BID

From:	Kathy Hopkins
To:	Fran Lee
Cc:	Andrea Hebert; Raddiete Sogaolu
Subject:	"EXTERNAL"RE: E102 - 10112 Winzer Rd - FINAL BID
Date:	Tuesday, October 15, 2024 2:40:46 PM
Attachments:	image001.png image002.png image004.png E102 - 10112 Winzer Rd - FINAL Bid.pdf

Fran,

TWDB concur with the attached bid and the County in the amount of $209,852.60 for 10112 Winzer Road (which is an increase in the amount submitted in the application). Please include this email in the grant file for this property. This email should also be include as supporting document when seeking reimbursement or advance of federal funds for this property.

Please let me know if you have any questions concerning this matter.

Kathy H.

From: Andrea Hebert <andrea.hebert@tidalbasingroup.com>
Sent: Thursday, October 10, 2024 10:47 AM
To: Kathy Hopkins <Kathy.Hopkins@twdb.texas.gov>
Cc: fran.lee@jeffcotx.us
Subject: E102 - 10112 Winzer Rd - FINAL BID

External: Beware of links/attachments.

Kathy,

Please find attached the final bid for the last house. Please provide your concurrence to all four bids and send over the contract template that you would like for us to use.

Andrea

Andrea Hebert, MBA, CFM
Mitigation Director
Resilience, Mitigation, and Policy Group

Be stronger than before

M: 985.233.0268 andreahebert@tidalbasin.rphc.com
tidalbasingroup.com

Excello Homes

1245 West Cardinal Drive
Beaumont, Texas 77705
www.excellohomes.com
877.390.5438

Patrick & Lauren Ratcliff
10112 Winzer Rd

September 13, 2024

Elevation Type	Slab Elevation
Total Square Feet	3362
Total Elevation Height	4.0'

Item	Item Description	Quantity	Unit Cost	Item Price
Pre-Construction				
Survey	Elevation Certificates and Surveys	2	$200.00	$400.00
Engineering	Engineering & Inspections	1	$5,864.67	$5,864.67
Permits	Permits/Administrative fees	1	$2,345.87	$2,345.87
Bonding & Insurance	Bonding & Insurance/Warranty	1	$3,518.80	$3,518.80
			Subtotal	$12,129.34
Site Preperation				
Mobilization	Mobilization	1	$597.85	$597.85
Saw Cut Garage	Saw cut garage floor for slab separation.	1	$2,632.91	$2,632.91
Landscape Removal	Remove all landscape from front of home	1	$134.80	$134.80
Temporary Fencing	Set up temporary fence to secure construction site	1	$599.86	$599.86
Demolition	Removal of concrete front driveway, front & rear sidewalk	1	$207.50	$207.50
Dumpster	Haul off of debris	1	$362.22	$362.22
Toilet	Rental/Weekly cleaning of toilet	1	$701.18	$701.18
			Subtotal	$5,236.32
Excavation/Piles				
*Estimated Number of Pilings Based on Engineer Spec**		168	$192.88	$32,403.84
Blocks for Pilings	8x8x8 Blocks for Pilings	2522	$7.50	$18,915.00
Rebar Pins	Rebar pins to connect piling blocks	1052	$1.51	$1,588.52
Shims	Metal shims to ensure proper connection to slab	550	$1.21	$665.50
Wedges	Wood wedges to stabilize blocks during pile driving	220	$2.03	$446.60
	* Actual number to be determined once excavation has comenced		**Subtotal**	$54,019.46
Elevation				
Elevation Height				
Elevation of Home	Elevate Home w/ Unified Jacking System	1	$8,217.32	$8,217.32
Home Elevation - Labor	Prep home, elevate, placing beams, & removing cribing	1	$24,882.67	$24,882.67
Elevation of Porches	Elevate All Porches Covered by Roofline	1	$5,529.55	$5,529.55
8x8x16 Block	8x8x16 Block used to cap pilings	143	$2.95	$421.85
8x8x8 Block	8x8x8 Blocks used for interior columns	305	$10.24	$3,123.20
Pins	Rebar pins to connect piling blocks	205	$1.49	$305.45
Shims	Metal shims to ensure proper connection to slab	150	$1.30	$195.00
Wedges	Wood wedges to stabilize blocks during elevation	50	$2.03	$101.50
CMU Block Wall Enclosure	Standard CMU Block Wall enclosure per engineer design up to 4' with flood vents	4	$3,110.37	$12,441.48
			Subtotal	$55,218.02

Foundation				
*Estimated Number of Columns Based on Engineer Spec**				
Footers	Excavate, Form, Rebar, & Pour 2'x2' Concrete Footers	1	$30,527.72	$30,527.72
Columns	Form, Rebar, & Pour 16"x16" columns	75	$334.32	$25,074.00
	* Actual number to be determined once excavation has comenced		**Subtotal**	$55,601.72

Utilities*				
Plumbing	Sub contractor disconnect/reconnect	1	$3,016.12	$3,016.12
Electrical	Electrical whip to be added to supply line	1	$2,680.99	$2,680.99
Gas	Sub contractor disconnect/reconnect	0	$0.00	$0.00
HVAC	AC unit will be attached to metal platform and raised with home	1	$1,005.37	$1,005.37
	*Subs to be choosen from local area/or of homeowner choice		**Subtotal**	$6,702.48

Steps, Landings, Carpentry				
Utility Panel Landing	Build 4'x4' landing pressure treated	1	$1,689.05	$1,689.05
Front Door Landing	Build railing around front porch 5'10"x30' pressure treated	1	$4,189.05	$4,189.05
Rear Porch/Garage Door Landing	Build 4'x4' landing with 10'LF catwalk to rear porch. Building railing around rear porch 41'x13'3"	1	$6,689.05	$6,689.05
Utility Panel Stairs	Program standard 4' wide stairs pressure treated	1	$1,396.35	$1,396.35
Front Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,396.35	$1,396.35
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,396.35	$1,396.35
			Subtotal	$16,756.20

Finishing Detail				
Grade Yard	Use skid steer/hand shovels to grade yard for proper drainage	1	$528.39	$528.39
Sod	Order/Lay program allowed amount of sod (2 pallets)	2	$170.53	$341.05
Gutters	Extend gutter down spouts to ground level	8	$12.76	$102.06
Lower Spigots	Bring existing water spigots to lower level	2	$90.13	$180.26
Spray Foam	Install R-Value thermal resistant (water resistant barrier) closed cell spray foam under livable space of raised slab	1	$2,582.10	$2,582.10
Final Clean	Clean entire job site to customers satisfaction	1	$455.20	$455.20
			Subtotal	$4,189.06

Grant Eligible Total:	$209,852.60

Homeowner Total				
Wall Upgrade	Upgrade wall material to split-face CMU block	1		$9,546.91

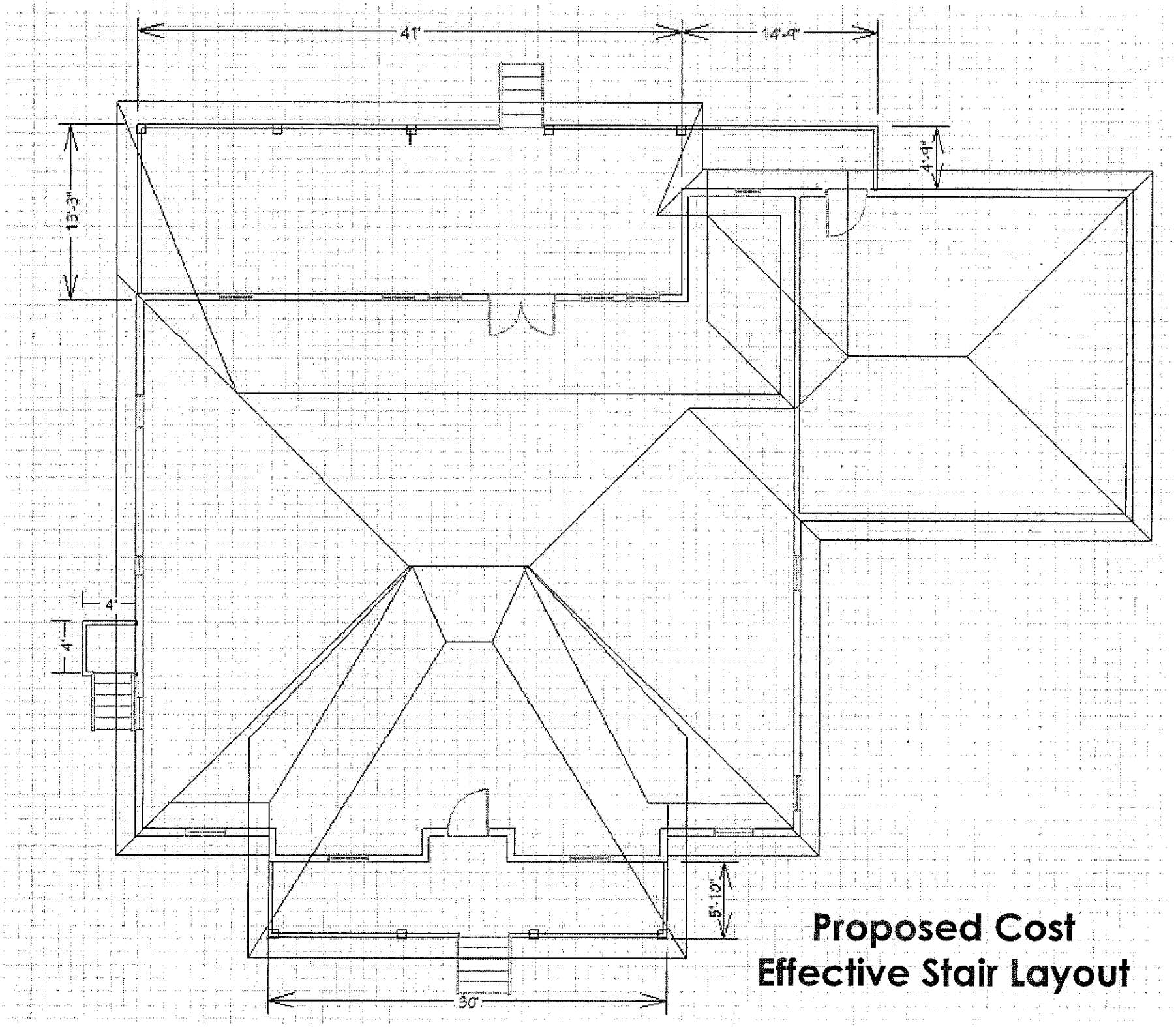
Cost Justification No Catwalk				
Rear Garage Door	Build railing around rear porch pressure treated	1	$4,189.05	$4,189.05
Front Door Landing	Build railing around front porch pressure treated	1	$4,189.05	$4,189.05
Rear Door Landing	Build 4'x4' landing with catwalk to rear porch	1	$4,189.05	$4,189.05
Front Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,396.35	$1,396.35
Utility Panel Stairs	Program standard 4' wide stairs pressure treated	1	$1,396.35	$1,396.35
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,396.35	$1,396.35
			Total	$16,756.20

Utility Panel: Based on cost analysis it is cheaper to build a landing and stairs to allow access to the utility panel, then to lower it to an accessible height.

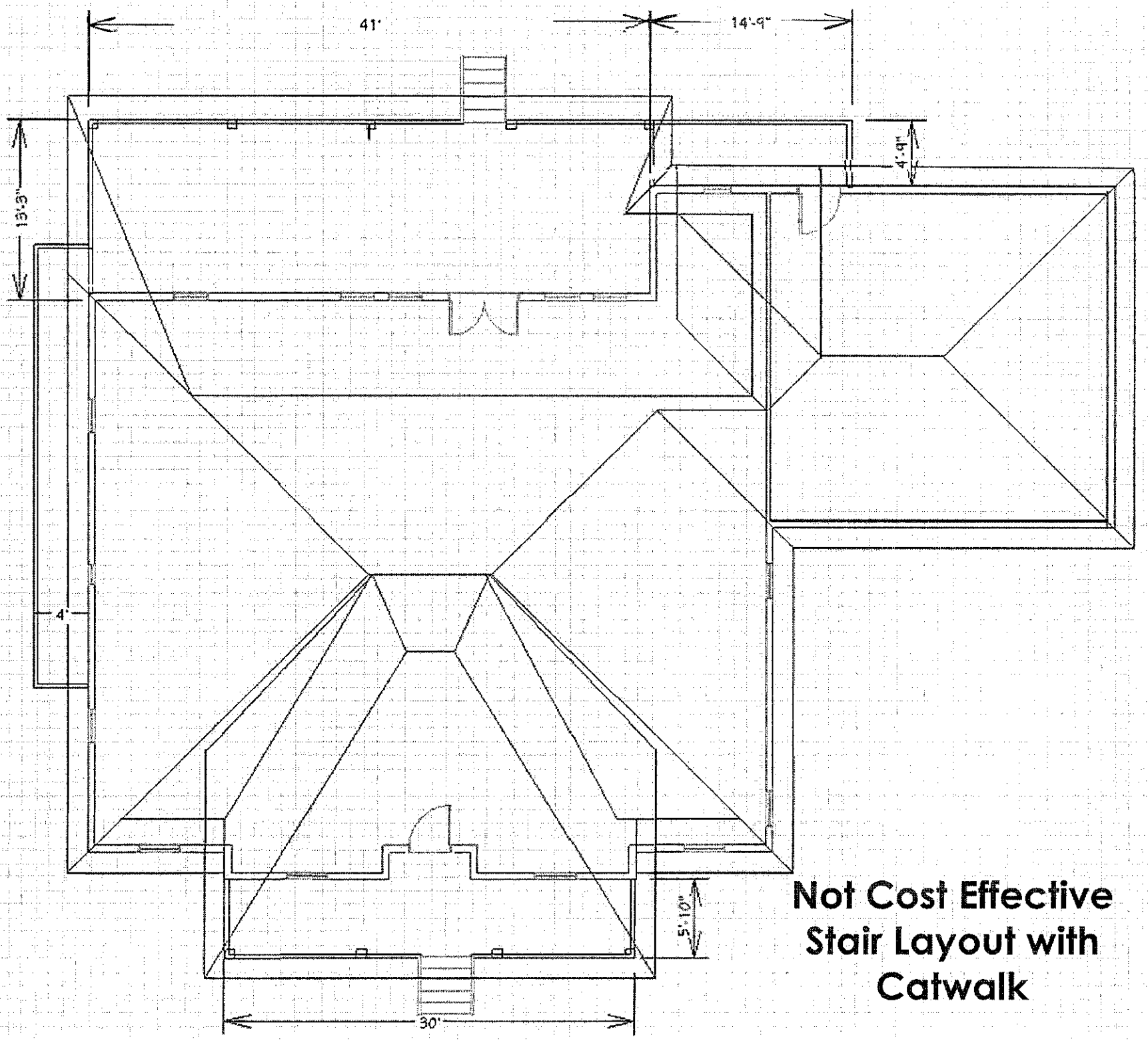
Cost Justification Catwalk				
Rear Garage Door Landing	Build railing around rear porch pressure treated	1	$4,466.14	$4,466.14
Front Door Landing	Build railing around front porch pressure treated	1	$4,466.14	$4,466.14
Rear Door Landing	Build 4'x4' landing with catwalk to rear porch	1	$4,466.14	$4,466.14
Left Side Catwalk	Meter and rear will be connected via 4' wide x 28' long catwalk	1	$4,466.14	$4,466.14
Front Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,396.35	$1,396.35
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,396.35	$1,396.35
			Total	$20,657.25

Cost Justification Saw Cut Garage				
Saw Cut Garage Floor	Saw cut the floor of the garage from the walls and elevate the home. Patch concrete and build block wall up to garage walls. Lower garage door to ground level.	1	$2,532.91	$2,532.91
			Total	$2,532.91

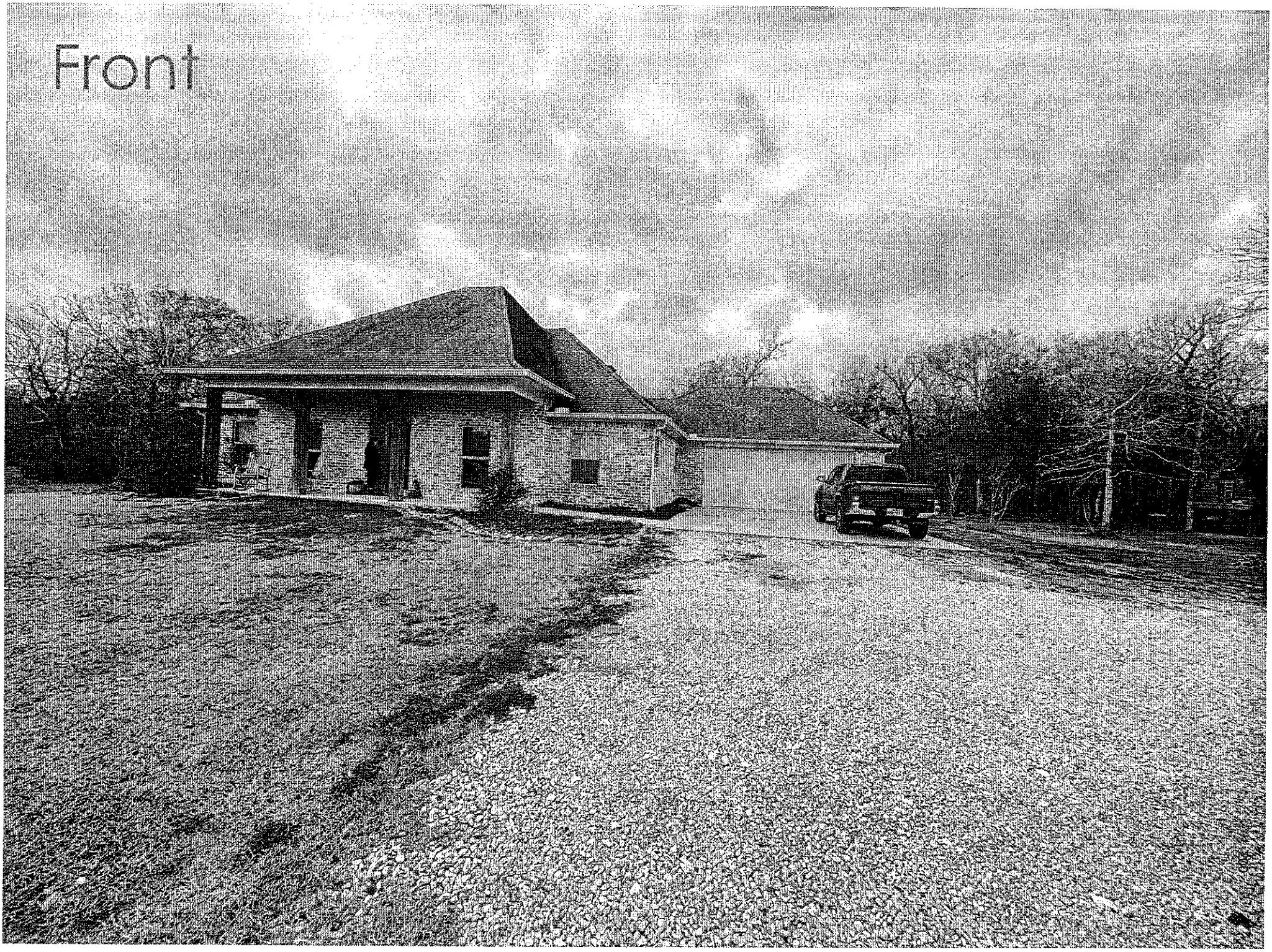
Cost Justification Elevate Garage				
Elevate Garage Floor	Dig and tunnel under the garage to accommodate steel beams. Elevate garage and build additional columns to support the open span. Construct elevated ramp driveway to garage.	1	$66,589.54	$66,589.54
			Total	$66,589.54



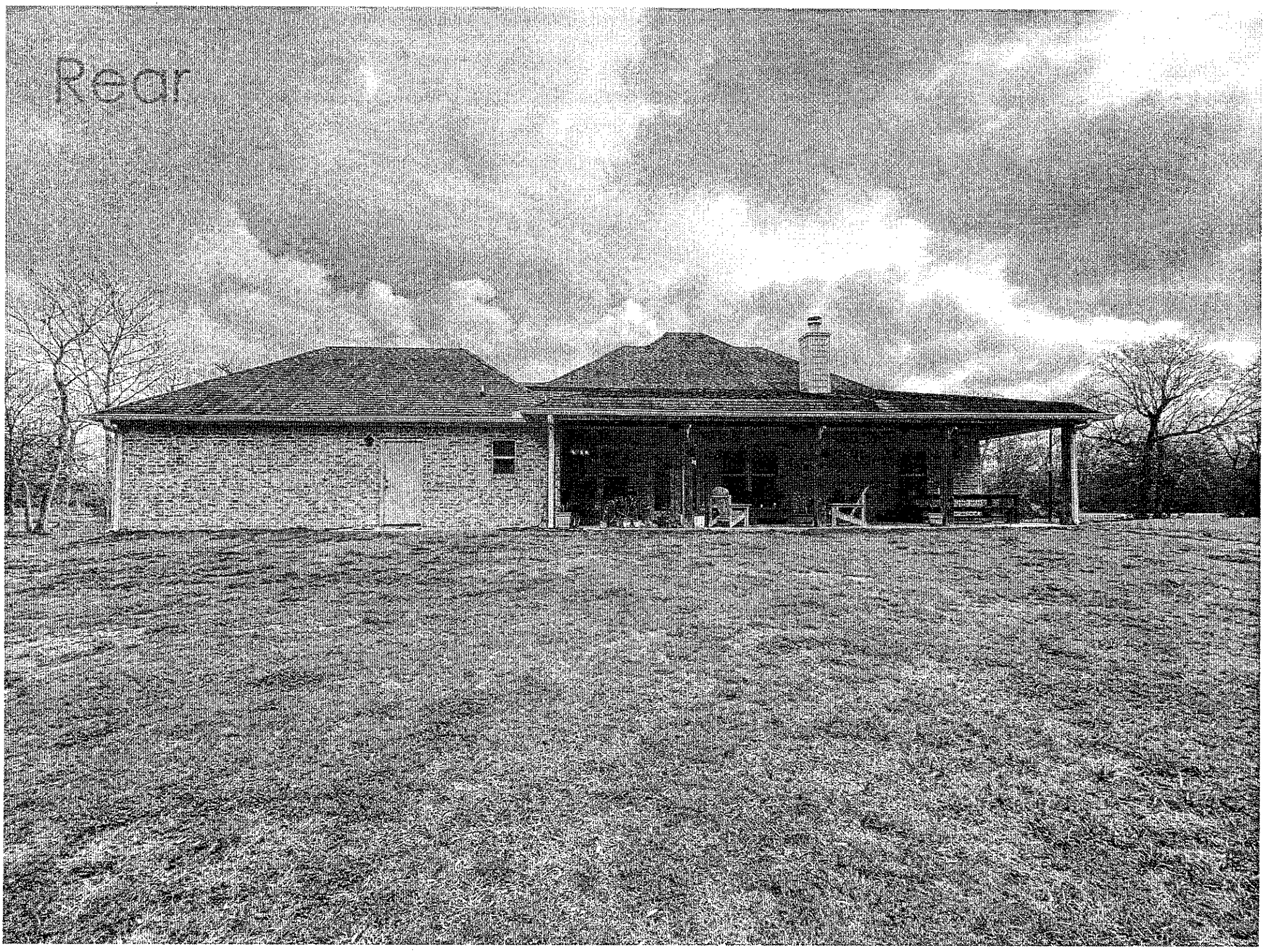
Proposed Cost Effective Stair Layout



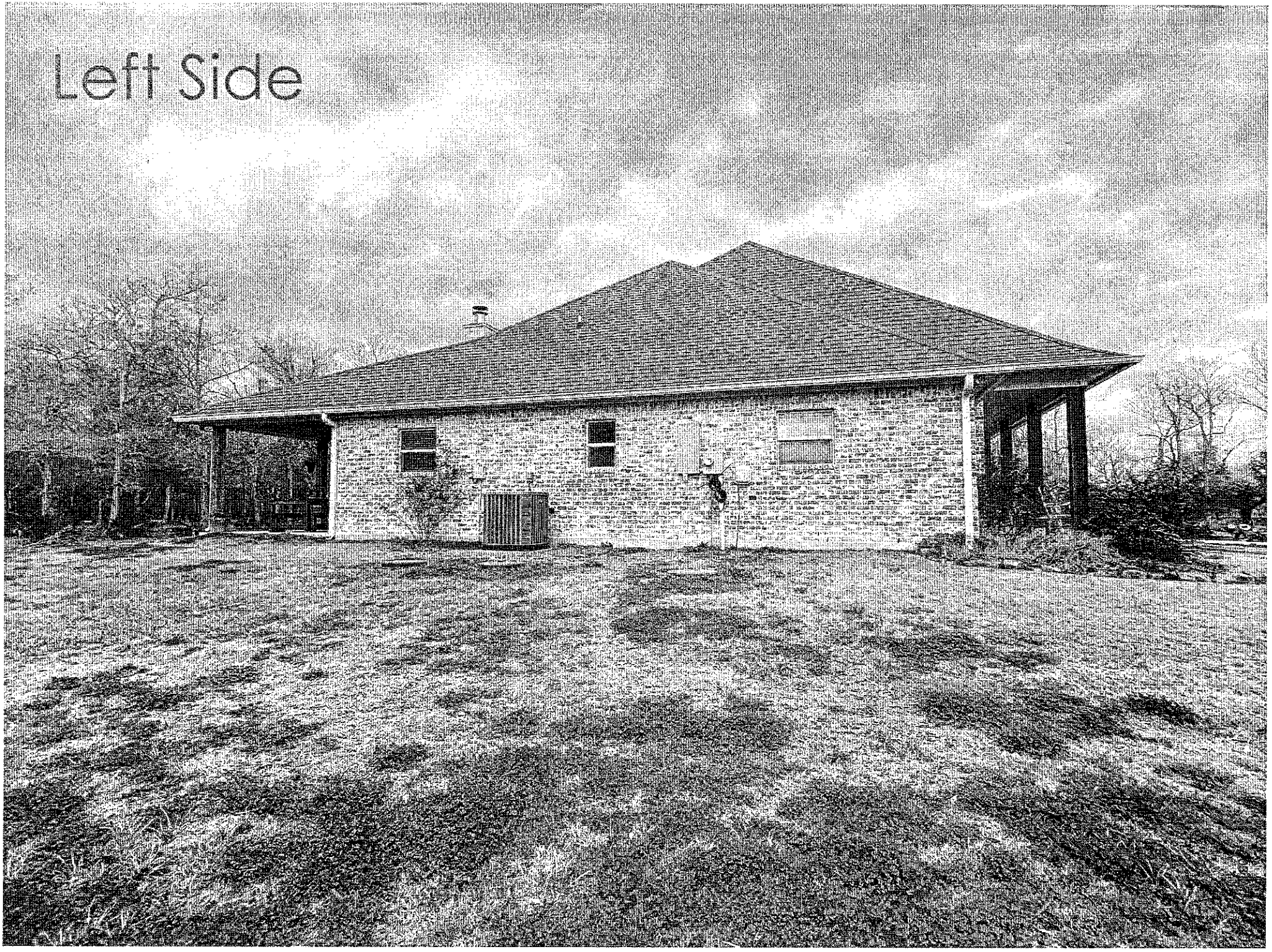
Not Cost Effective Stair Layout with Catwalk

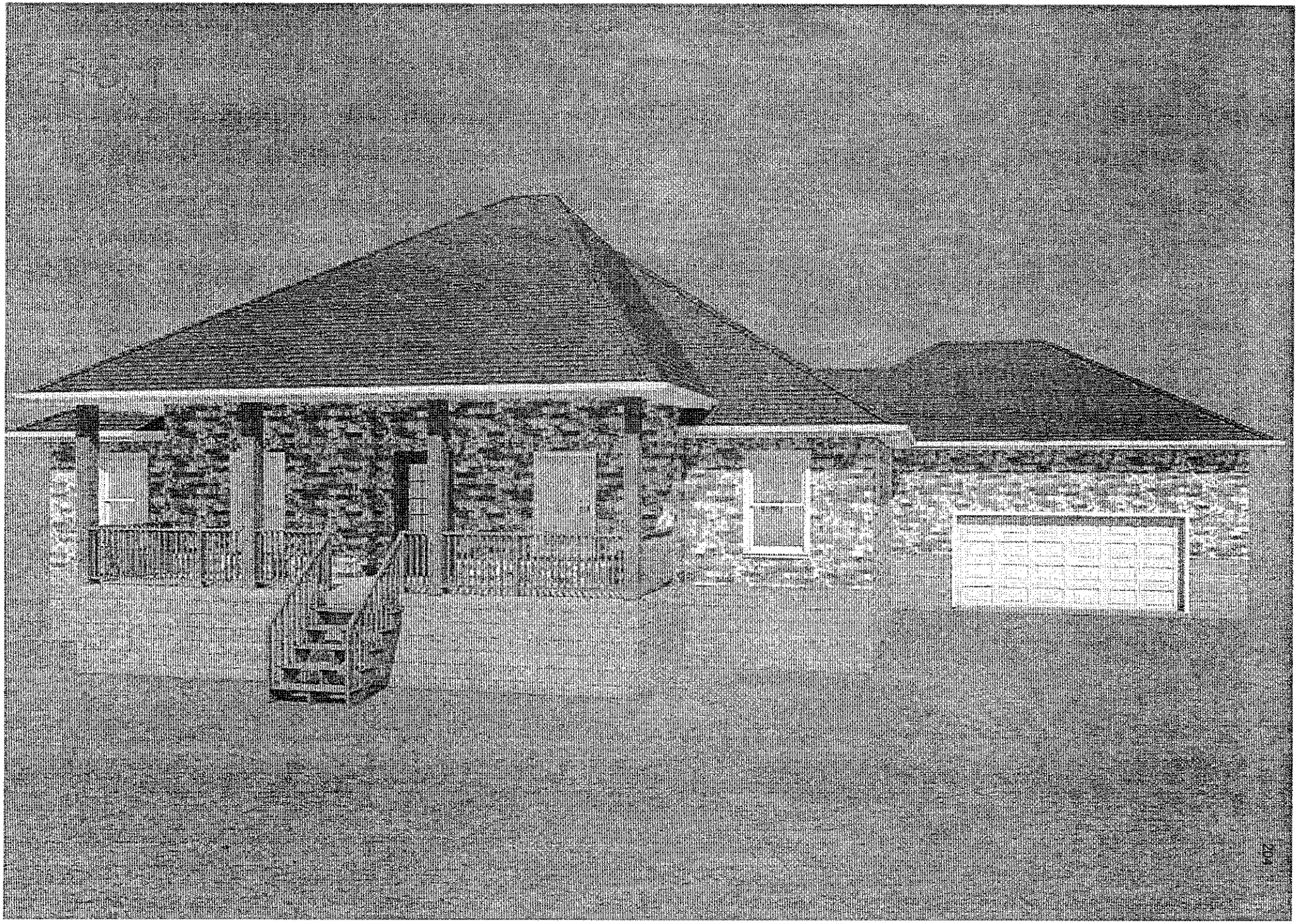

Front

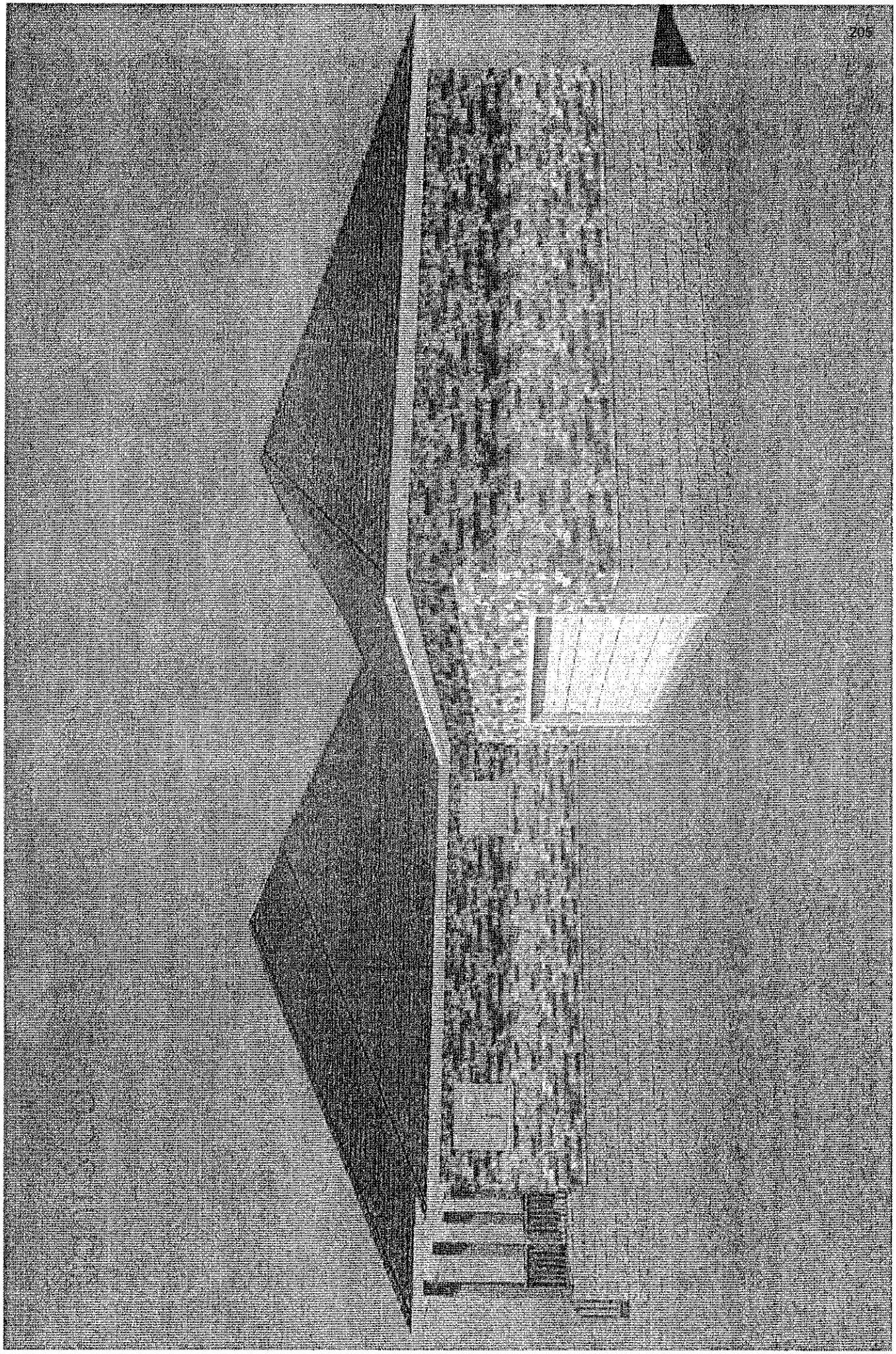
Right Side

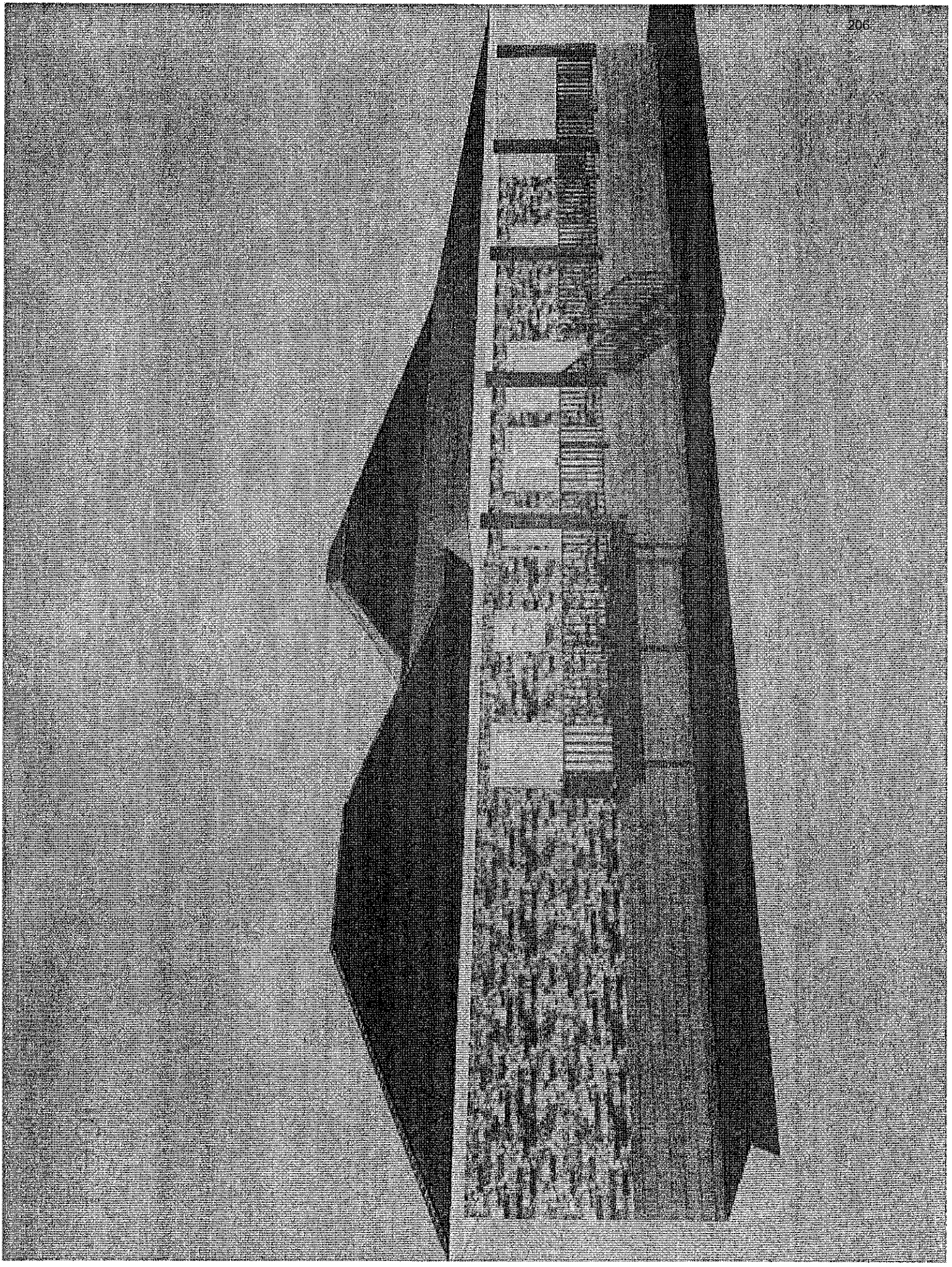

Rear

Left Side









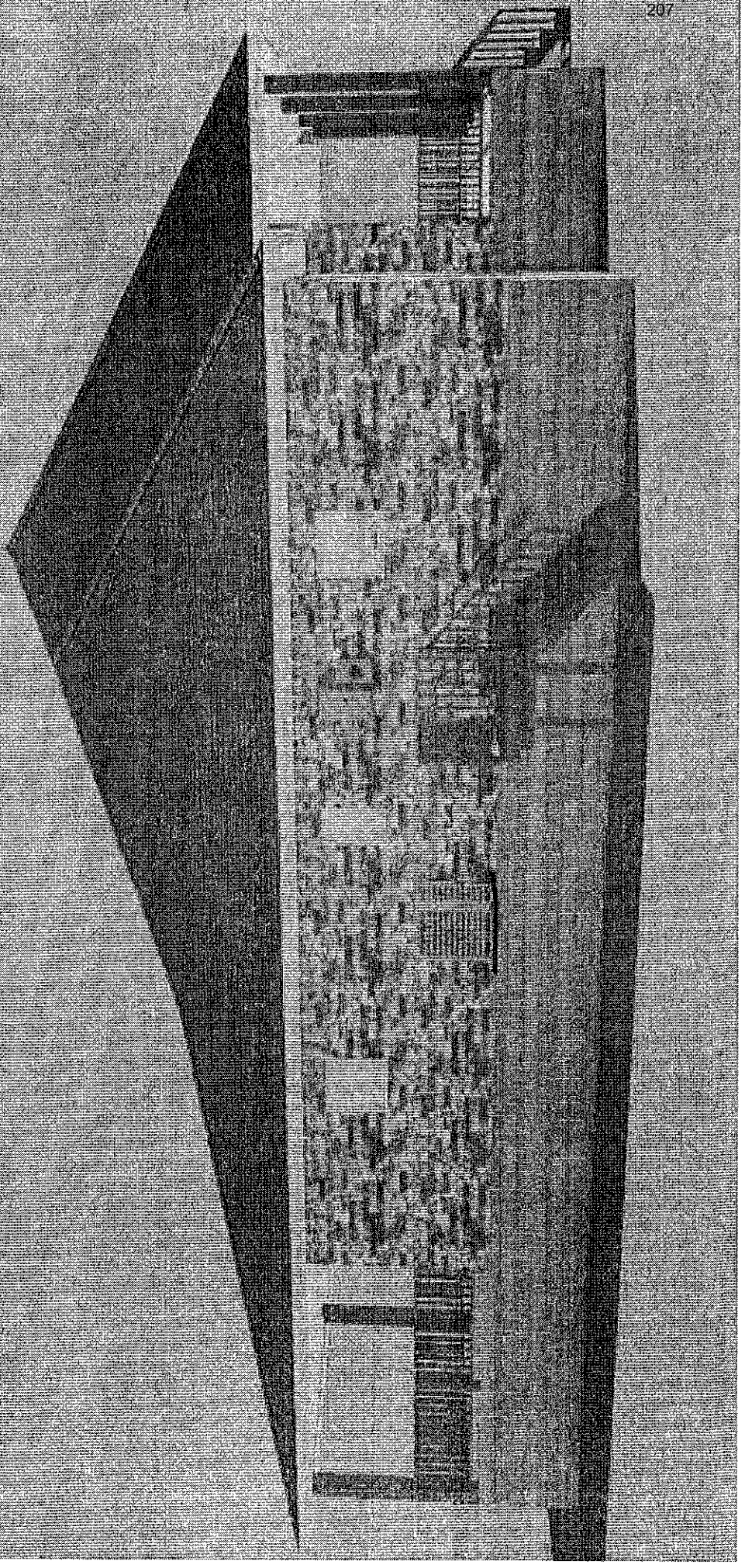


EXHIBIT C

INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$1,000,000	$1,000,000
b. Aggregate policy limits	$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000	$1,000,000
b. Property damage	$1,000,000	$1,000,000
c. Aggregate policy limits	$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

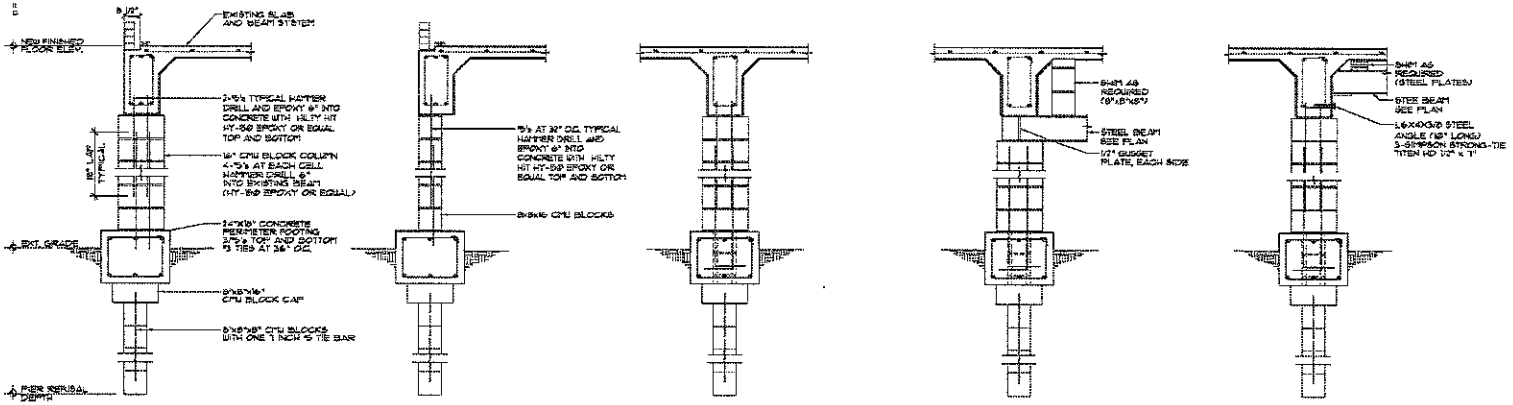
No additional payment shall be made for any insurance that the successful bidder may be required to carry.

EXHIBIT D

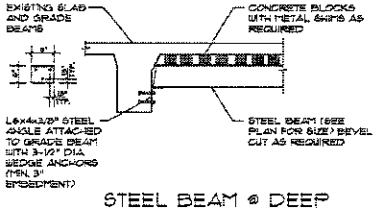
ENGINEERING DRAWINGS

PROJECT DESIGN CRITERIA

- BUILDING CODE: 2018 IRC
- [illegible] AND SPEED: 140 MPH
- WIND EXPOSURE: B
- RISK CATEGORY: II
- SNOW EXPOSURE FACTOR: 0

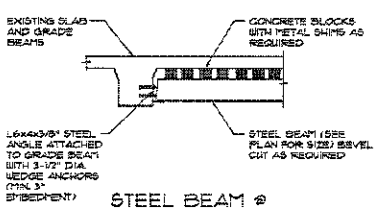


1 EXISTING COLUMN NOT TO SCALE | 2 CMU PERIMETER WALL NOT TO SCALE | 3 INTERIOR COLUMN NOT TO SCALE | 4 INTERIOR COLUMN NOT TO SCALE | 5 INTERIOR COLUMN NOT TO SCALE



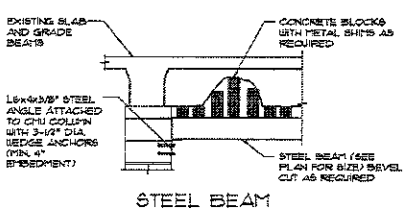
STEEL BEAM @ DEEP GRADE BEAM

6 NOT TO SCALE



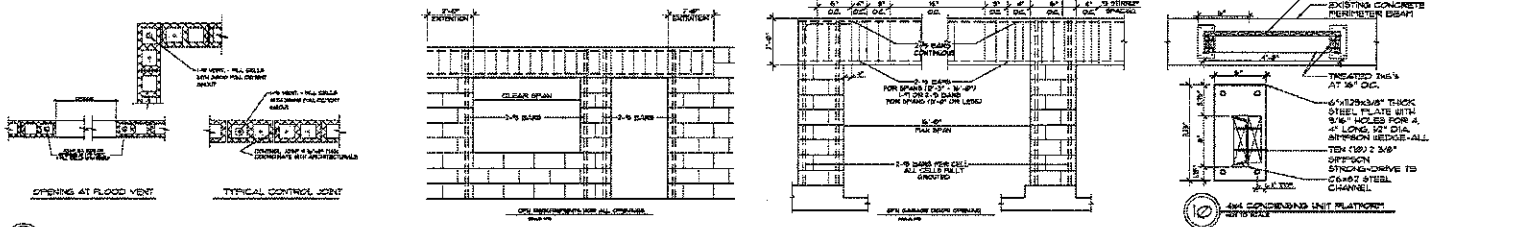
STEEL BEAM @ SHALLOW GRADE BEAM

7 NOT TO SCALE



STEEL BEAM @ CMU COLUMN

8 NOT TO SCALE



9 CMU DETAILS NOT TO SCALE | 10 AHU CONDENSING UNIT PLATFORM NOT TO SCALE

CONCRETE MASONRY UNIT (CMU) WALL CONSTRUCTION

1. CONCRETE MASONRY UNIT Work - Shall be performed in accordance with ACI 530-13/ASCE 5-13/TMS 402-13, "Building Code Requirements for Masonry Structures," prepared by the Masonry Standards Joint Committee (MSJC).
2. HOLLOW CONCRETE MASONRY UNITS - Shall be of light weight, (120 pounds per cubic foot (pcf) maximum) conforming to ASTM C90, Type I, moisture controlled Units S-I, of 8 inches x 16 inches nominal dimensions (7 5/8"x15 3/8" actual dimensions) and shall have a 28-day compressive strength, f'm = 1900 PSI minimum on the net area of the CMU blocks.
3. CONCRETE BUILDING BRICK: for use as soldier, rollock, or bedding joint shall conform to ASTM C55, Type I Grade S, and shall have a 28-day compressive strength, f'm = 1900 PSI minimum.
4. MORTAR - Shall conform to ASTM C270, Type S, Portland-cement-limemortar cement, with a 28-day compressive strength, f'm = 1900 PSI minimum. Mortar for CMU units below grade shall conform to ASTM C270, Type M.
5. GROUT - Shall be of the coarse type and a plastic aggregate size of 3/8", and containing no ASTM C476, with a 28-day compressive strength, f'm = 2,000 PSI minimum.
6. VERTICAL REINFORCEMENT - Shall be in grout filled cores. Provide as shown on the drawings. Vertical reinforcement shall be held in place at the top and bottom and at intervals not exceeding 6 feet. The bars shall have a minimum cover of 3/4" from the inside face of the masonry, and the spacing between two adjacent bars shall be a minimum of 1 inch, but not less than the bar diameter.
7. VERTICAL REINFORCEMENT DOWELS - When a dowel from the foundation does not align with a cell in the CMU blocks, it shall not be skipped more than 24-8/W, in such cases cell dividers within a CMU may be removed to facilitate dowel embedment in the grout placed within a cell.
8. VERTICAL REINFORCEMENT SPLICES - Splice bars shall be a minimum of 48 (UNO) inches and the spliced bars shall be tied together at splices. Vertical reinforcement may be provided in 8 feet to 16 feet lengths, provided the splices in adjacent bars are staggered (a minimum of 3 feet) and bringing both bars not more than half the total number of adjacent bars are spliced at any one location, including shortening of the wall.
9. HORIZONTAL JOINT REINFORCEMENT - Shall be of the Dur-O-Wall, galvanized, single wire, Truss-Tie type consisting of single wire continuous (loom and bead) wires which shall be embedded in the face shell mortar in alternate course joints at 16" on center(s vertically).
10. HORIZONTAL JOINT REINFORCEMENT SPLICES - All splices and at corners, the lap shall be a minimum of 6 inches and shall contain at least one cross wire of each piece of the spliced reinforcement.
11. BOND BEAMS - Consisting of 8 inches high lintel blocks (unless otherwise 16 inches" high bond beams are identified on the drawings) shall be provided at the top of the CMU perimeter walls, elevator under the bearing structural floor and roof framing, and at mid-height of a non CMU walls, only when the height of the wall below the structural bearing bond beam exceeds 8 feet. Each bond beam shall be grout filled and provided with a minimum of 2-#5 continuous as shown (2#). Each Bond beams shall be continuous around the perimeter of the structure except at control joints and expansion joints.
12. BOND BEAM REINFORCEMENT - Provide 2" clear space between top adjacent bars. Provide 3/4" clear space around the bottom and sides of the reinforcing bars and the formed surfaces of bond beam concrete. Lap at horizontal bond beam reinforcement 2'-6" at corners. Provide 2-#5 at 2'-0" horizontal bars at corners and bond beam intersections.
13. OPENINGS - Provide additional vertical and horizontal reinforcement around openings in walls, and at load concentrations as shown on the drawings.
14. CMU, OPENINGS AND WALL ENDS - The first two cells shall be reinforced with 1-#5 vertical in each grout filled cell. Such reinforcement shall prevent from the foundation to the top of the wall.

WWW.PESQUARE.COM

STATE OF TEXAS
RICARDO ANTONIO DAVID
83757
LICENSED
PROFESSIONAL ENGINEER
07-23-2024
PE SQUARE ENGINEERING CONSULTANTS, LLC
TBPE FIRM REGISTRATION NUMBER 18868
1611 SOUTH FRIENDSWOOD DRIVE, SUITE 101,
FRIENDSWOOD, TEXAS 77546
P: 346.548.7611 • F: 346.402.7611

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
1012 WINZER ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING ■ CONSULTANTS LLC

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FOUNDATION DETAILS

S2 OF 3

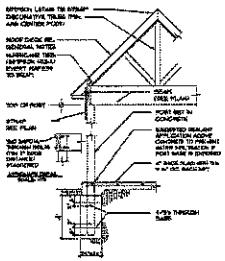
PROJECT DESIGN CRITERIA

- BUILDING CODE: [illegible]
- ULTIMATE WIND SPEED: [illegible]
- RISK CATEGORY: II
- EXPOSURE FACTOR: C

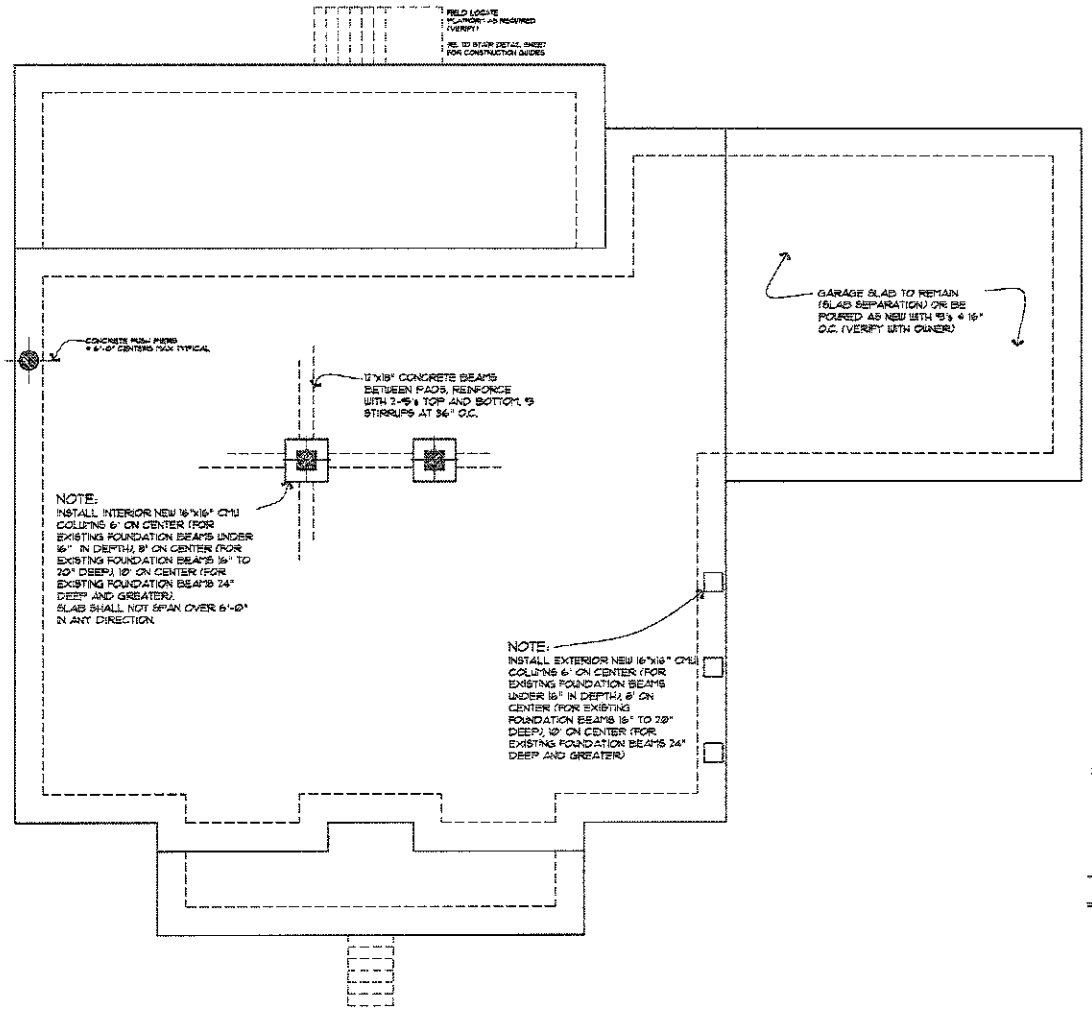
NOTE:
CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL TEXAS DEPARTMENT OF INSURANCE EVALUATION REPORTS FOR ALL COMPONENTS AND CLADDING PRIOR TO INSTALLATION IF APPLICABLE. COMPONENTS AND CLADDING INCLUDE BUT ARE NOT LIMITED TO WINDOWS, MAN DOORS, GARAGE DOORS, SIDING, ROOFING MATERIAL AND SKYLIGHTS. ENGINEER IS NOT RESPONSIBLE FOR IMPROPER INSTALLATION OR FOR INSTALLATION OF ANY UN-APPROVED PRODUCTS.

NOTE:
PILING AND PLACEMENT DIAGRAM IS AN ESTIMATE ONLY. ACTUAL PLACEMENT WILL BE REVISED AFTER EXISTING HOME IS LIFTED AND BEAM LOCATIONS ARE CONFIRMED BY JOBSITE INSPECTION.

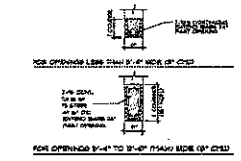
NOTE:
REFER TO FOUNDATION DETAIL SHEET FOR SUGGESTED FOUNDATION DETAILS TO BE USED FOR THE SECOND FOUNDATION LIFT STAGE. CONTRACTOR TO MONITOR AND KEEP WRITTEN RECORDS OF ALL PRESSURES APPLIED ON PUSH PIERS AND FINAL PUSH PIER DEPTH RELATIVE TO FINISH GRADE



A FOUNDATION DETAIL
SCALE: 3/4"=1'-0"



1 FOUNDATION PLAN
SCALE: 1/4"=1'-0"



NOTES:
1. PROVIDE CMU LINTELS FOR ALL OPENINGS IN INTERIOR CMU PARTITIONS AND EXTERIOR WALLS FOR EACH STEEL LINTELS ARE NOT DETAILED SEE ARCHITECT'S DRAWINGS FOR SIZE AND LOCATION OF OPENINGS. PROVIDE 8" MINIMUM BEARING AT EACH END FOR SPANS UP TO 5'-0". FOR SPANS MORE THAN 5'-0", PROVIDE 1" OF BEARING PER FOOT OF OPENING (EACH END)
2. SEE OTHER DETAILS ON DRAWINGS OR NOTIFY ENGINEER FOR CONDITIONS NOT COVERED BY THIS DETAIL.
3. GROUT ALL LINTELS UNTIL GROUT HAS REACHED AT LEAST 75% OF ITS DESIGN STRENGTH (MIN. 7 DAYS)

B CMU LINTEL

PERIMETER SEGMENTED PERMALOCK PILING

INTERIOR SEGMENTED PERMALOCK PILING

C PLAN LEGEND

STATE OF TEXAS
RICARDO ANTONIO DAVID
85757
LICENSED PROFESSIONAL ENGINEER
07-03-2024

PE SQUARE ENGINEERING CONSULTANTS, LLC
TBPE FIRM REGISTRATION NUMBER 19146
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P: 281 648 7671 / F: 281 648 7684

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
1012 WINZER ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING ✻ CONSULTANTS LLC

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FOUNDATION PLAN

S1 OF 3

2021 INTERNATIONAL RESIDENTIAL CODE
DECKS & STAIRWAYS

TABLE R301.5
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS:

USE	LIVE LOAD
STAIRS	40 psf (kN/m²)
GUARDRAILS AND HANDRAILS	200lb (kN)
BALCONIES AND DECKS	40 psf

A. INDIVIDUAL STAIR TREADS SHALL BE DESIGNED FOR THE UNIFORMLY DISTRIBUTED LIVE LOAD OR A 300 POUND CONCENTRATED LOAD ACTING OVER AN AREA OF 4 SQUARE INCHES.
B. A SINGLE CONCENTRATED LOAD APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP.

LANDINGS, Section R311.7.6 IRC 2021

R311.7.6 Floors and landings at exterior doors. There shall be a landing or floor on each side of each exterior door. The width of each landing shall not be less than the door served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel. Exterior landings shall be permitted to have a slope not to exceed 1/4 unit vertical in 12 units horizontal (2-percent). Exception: Other landings are permitted to have slopes not to exceed 1/2 unit vertical in 12 units horizontal (4-percent). Exception: Delete the requirement that the landing be no more than 7 3/4 inches (196 mm) below the top of the threshold provided the door does not swing over the landing.

WIDTH, Section R311.7.1 IRC 2021

R311.7.1 Width. Stairways shall not be less than 36 inches (914 mm) in clear width at all points above the permitted handrail height and below the required headroom height. The clear width of the stairway at and below the handrail height, including treads and landings, shall not be less than 31 1/2 inches (787 mm) where a handrail is installed on one side and 27 inches (686 mm) where handrails are provided on both sides. Exception: The width of spiral stairways shall be in accordance with Section R311.7.10.

HEADROOM, Section R311.7.2 IRC 2021

R311.7.2 Headroom. The stairway headroom in all parts of the stairway shall not be less than 6 feet 8 inches (2032 mm) measured vertically from the sloped line adjoining the tread nosing or from the floor surface of the landing or platform on that portion of the stairway. Exception: Where the nosings or treads at the side of a flight extend under the edge of a floor opening through which the stair passes, the floor opening shall be allowed to project horizontally into the required headroom a maximum of 4 3/4 inches (121 mm). The headroom for spiral stairs shall be in accordance with Section R311.7.10.

RISER HEIGHT, Section R311.7.5 IRC 2021

R311.7.5 Risers. The maximum riser height shall not exceed 7 3/4 inches (196 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere. Exceptions: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.

TREAD DEPTH, Section R311.7.4.2 IRC 2021

R311.7.4.2 Treads. The minimum tread depth shall be 10 inches (254 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

HANDRAILS, Section R311.7.8 IRC 2021

R311.7.8 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers.

HEIGHT, Section R311.7.8.1 IRC 2021

R311.7.8.1 Height. Handrail heights, measured vertically from the sloped plane adjoining the tread nosings, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

Handrail projection, Section R311.7.8.2 IRC 2021
R311.7.8.2 Handrails shall not project more than 4 1/2 inches (114 mm) on either side of the stairway.

Handrail clearance, Section R311.7.8.3 IRC 2021
R311.7.8.3 Handrail clearance. Handrails adjacent to a wall shall have a space of not less than 1 1/2 inch (38 mm) between the wall and the handrails.

Continuity, Section R311.7.8.4
R311.7.8.4 Continuity. Handrails shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate to newel posts or safety terminals. Exceptions: 1. Handrails that are interrupted by a newel post at a landing. 2. The use of a volute, turnout, starting easing or starting newel shall be allowed over the lowest tread.

GRIP SIZE, Section R311.7.8.5 IRC 2021

R311.7.8.5 Grip size. All required handrails shall be of one of the following types or provide equivalent graspability: 1. Type I handrails with a circular cross section shall have an outside diameter of at least 1 1/4 inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is not circular, it shall have a perimeter dimension of at least 4 inches (102 mm) and not greater than 6 1/4 inches (160 mm) with a maximum cross section of dimension of 2 1/4 inches (57) and Edges shall have a minimum radius of 0.01 inch (0.25 mm).
2. Type II Handrails with a perimeter greater than 6 1/4 inches (160 mm) shall have a graspable finger recess area on both sides of the profile. The finger recess shall begin within a distance of 3/4 inch (19 mm) measured vertically from the tallest portion of the profile and achieve a depth of at least 5/16 inch (8 mm) within 7/8 inch (22 mm) below the widest portion of the profile. The required depth shall continue for at least 3/8 inch (10 mm) to a level that is not less than 1 3/4 inches (45 mm) below the tallest portion of the profile. The widest width of the handrail above the recess shall be 6¼ inches (160 mm) to a minimum of 2 3/4 inches (70 mm). Edges shall have a minimum radius of 0.01 inch (0.25 mm).

ARTICAL, 90 ARTICATA, Section R311.7.8.6 IRC 2021

R311.7.8 Special stairways. Spiral stairways and bulkhead enclosure stairways shall comply with all requirements of Section R311.7 except as specified below. R311.7.8.1 Spiral stairways. Spiral stairways are permitted, provided the exterior clear width at and below the handrail shall be 26 inches (660 mm) and with each tread having a 7 1/2 inch (190 mm) arc-length tread depth at 12 inches (305 mm) from the narrower edge. All treads shall be identical, and the rise shall be no more than 9 1/2 inches (241 mm). A landing platform of 6 feet 6 inches (1982 mm) shall be provided. R311.7.8.2 Bulkhead enclosure stairways. Stairways serving bulkhead enclosures not part of the required building egress, connecting access from the outside grade level to the basement shall be exempt from the requirements of Sections R311.7 and R311 shown the exterior height from the basement finished floor level to grade adjacent to the stairway does not exceed 8 feet (1829 mm) and the grade level opening to the stairway is covered by a bulkhead enclosure with hinged doors or other approved cover.

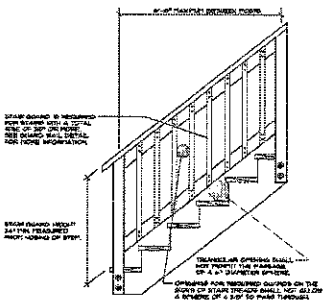
GUARDS, Section R312.1 IRC 2021

R312.1 Guards. Guards shall be provided in accordance with Sections R312 through R312.2 Where required. Guards shall be located along open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point, width 36 inches (914 mm) horizontally, to the edge of the open side. Insect screening shall not be considered as a guard.

R312.2 Height. Required guards in open-sided walking surfaces, including stairs, porches, balconies or landings, shall be not less than 36 inches (914 mm) high measured vertically above the adjacent walking surface, adjacent fixed seating or the line connecting the leading edges of the treads.
Exceptions:
1. Guards on the open sides of stairs shall have a height not less than 34 inches (864 mm) measured vertically from a line connecting the leading edges of the treads.
2. Where the top of the guard also serves as a handrail on the open sides of stairs, the top of the guard shall not be less than 34 inches (864 mm) and not more than 38 inches (965 mm) measured vertically from a line connecting the leading edges of the treads.

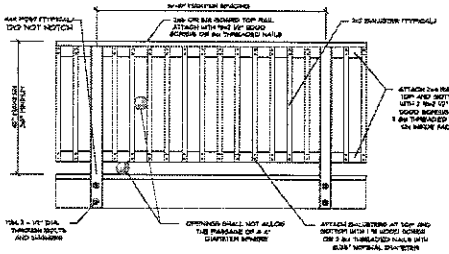
GUARD OPENING LIMITATIONS, Section R312.3 IRC 2021

R312.3 Opening limitations. Required guards shall not have openings from the walking surface to the required guard height which allow passage of a sphere 4 inches (102 mm) in diameter.
Exceptions:
1. The triangular openings at the open side of stair, formed by the riser, tread and bottom rail of a guard, shall not allow passage of a sphere 6 inches (153 mm) in diameter.
2. Guards on the open side of stairs shall not have openings which allow passage of a sphere 4 3/8 inches (111 mm) in diameter.

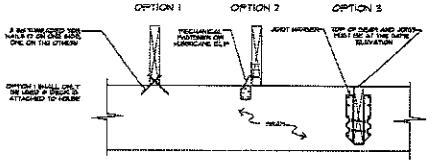


7.1 STAIR GUARD REQUIREMENTS

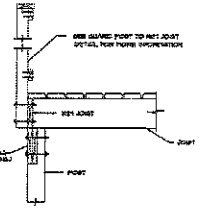
GUARD POST NOTE:
GUARD POSTS MAY BE INSTALLED TO THE INSIDE OF RIM JOISTS AND STRINGERS AT BUILDER'S DISCRETION / ATTACHMENT SIMILAR.



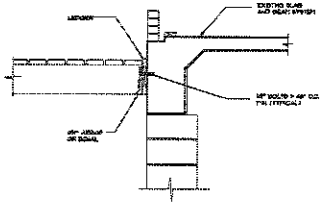
7.2 TYPICAL GUARD RAIL



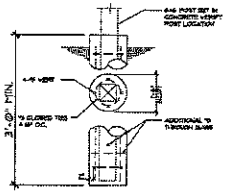
3.1 JOIST TO BEAM ATTACHMENT



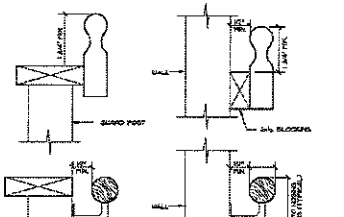
DECK ATTACHED / GUARD DETAIL AND BEARING OVER BEAM



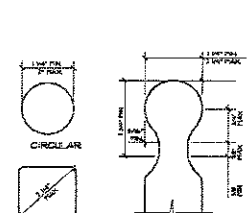
5.1 DECK ATTACHED AT HOUSE SLAB & BEAM SYSTEM



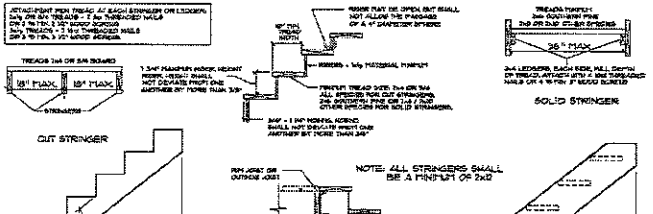
FOOTING REQUIREMENTS FOR DECKS & STAIRS SUPPORTS



7.1 HANDRAIL MOUNTING



HANDRAIL GRIP SIZE



9.1 STAIR STRINGER, TREADS, RISERS AND TREAD CONNECTION REQUIREMENTS

STATE OF TEXAS
RICARDO ANTONIO DAVID
85757
REGISTERED
PROFESSIONAL ENGINEER
07-23-2024
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PE SQUARE
ENGINEERING ■ CONSULTANTS LLC

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STAIR DETAILS

BUD ■ PESQUARE ■ COM

Jefferson County FMA - 2020 Elevation Program

Receipt

Date: 1/15/2025

Property ID: E102

Address: 10112 Winzer Rd

Homeowner(s): Patrick and Lauren Ratcliff

Payment Purpose

☑ Homeowner Cost Share ☑ Upgrades / Extras ☐ Change Order

Applicable Upgrade(s)

☐ Material For Stairs
☐ Material For Railing
☐ Additional Elevation
☐ Material For Landings
☐ Expanded Landing Size
☑ Structural Wall Material

Method of Payment

☐ Cashier's Check ☐ Money Order

Total: $ 9,546.91

Payment Amount: $_____

Outstanding Amount: $_____

Andrea Hebert — Project Manager

1/15/2025 — Date

Jefferson County Elevations
2020 FMA

Non – Eligible Work Acknowledgement

The following upgrades / extras selections have been ordered for Project No. E102, located at 10112 Winzer Rd, Beaumont, TX, to be completed by Excello Homes during the elevation work as part of the Jefferson County 2020 FMA Grant Program:

- ☐ Additional Elevation Height of _____ Feet
- ☐ Expanded Landings, sized _____
- ☑ Enclosure Wall / Material for enclosure wall

By signing below, I/we confirm the above upgrades selections, not to be altered except by Tidal Basin, County, and Contractor agreement. I/we confirm understanding that upgrades/extras selections are not eligible for grant funding, and the entirety of the cost of the above will be applied to the homeowner cost-share, due at contract signing. Payment for non-eligible work will be released to the contractor upon completion. There is to be no work performed on the project during the course of grant work beyond the scope of the Elevation Contract and County Agreement.

Patrick Ratcliff
Homeowner Signature

01/15/2025
Date

Lauron Ratcliff
Homeowner Signature

01/15/2025
Date

Voluntary Elevation Agreement

Between

Jefferson County

And

William Taber & Rebekah Taber

THIS AGREEMENT, (the "Agreement") is made and entered into on this 15th day of January, 2025, by and between the County of Jefferson, a political subdivision of the State of Texas, herein represented by its Director of Floodplain Management (hereinafter referred to as "COUNTY") and **William Taber & Rebekah Taber**, owner(s) of the Property identified in section 4.2 (hereinafter referred to as "PARTICIPANT").

On September 20, 2022 the County accepted the grant award from the Texas Water Development Board through the Federal Emergency Management Agency which featured the Property identified in Section 4.2.

1.0 Administration of Agreement.

1.1 County. All work shall be under the direction of the Director of the Department of Floodplain Management; (hereinafter referred to as "COUNTY"), and all requests, plans, reports, etc. shall be submitted to the Department of Floodplain Management. All approvals and administration of this Agreement shall be through the department unless tasks are designated to the project management or construction supervision firms.

1.2 Project Management Services. As authorized by executed Task Order dated September 14, 2022 and Notice to proceed dated August 24, 2021, Tidal Basin, has been awarded the contract to perform project management services for properties in the 2020 FMA Grant (Elevations) under RFP 21-024/YS. Tidal Basin may be reached at (985) 233-0268 or 126 Business Park Drive, Utica, NY 13502.

1.3 Construction Supervision Services. As authorized by Court Order, dated August 9, 2022 and Task order dated December 13, 2022, Comal Design Group has been awarded the contract to perform construction supervision services for properties in the FMA and HMA grants under contract no. RFSQ No. 22-50/MR. Clint Harris may be reached at (281) 687-7363 or via email at clintharris@comaldesign.com.

1.4 **Site Visits**. DHS/FEMA and/or TWDB, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of PARTICIPANT under this Grant, PARTICIPANT shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

2.0 **Scope of Agreement.** PARTICIPANT is eligible for payment of eligible expenses detailed in Exhibit A under the Federal Emergency Management Agency's Flood Mitigation Assistance Grant Program for an amount not to exceed federal share of **$233,010.16** for the Elevation of the Property identified in Section 4.2 with a PARTICIPANT required non-federal share of **$0.00** (the "Project").

2.1 Project funding cannot duplicate funds received by or available to PARTICIPANT from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs, legal awards, or other benefits associated with properties or damage that are subject of litigation. PARTICIPANT must identify any potential duplication of benefits.

2.2 PARTICIPANT acknowledges and agrees that this Project is paid for by Federal funds, and that the following applies:

2.2.1 The COUNTY is paying the Federal portion of the Project upfront and is not reimbursed until the Project is completed;

2.2.2 PARTICIPANT is required to cooperate with TIDAL BASIN and the selected Contractor, and the third-party inspector;

2.2.3 All materials delivered to the Project are for the Project and may not be removed, used or utilized, or hidden by PARTICIPANT;

2.2.4 PARTICIPANT must allow Contractor and all subcontractors access to the Property while the Project is in progress;

2.2.5 PARTICIPANT must treat Contractor and subcontractors with respect;

2.2.6 If PARTICIPANT prevents Contractor and/or subcontractors from performing the job contracted for, this Contract may be terminated and PARTICIPANT will be required to re-pay COUNTY all funds expended up to termination of this Contract. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.2.7 COUNTY will pay all milestones within 30 days of receipt after inspection and approval by the third-party inspector if the milestone complies with the engineer-stamped design drawings and the scope of work outlined in project documents.

2.2.8 Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will be responsible for all costs expended up to the termination. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.3 PARTICIPANT acknowledges that the property identified in section 4.2 of this agreement shall be elevated either three (3) feet above the best available BFE as determined by the County Floodplain Administrator or one (1) foot above the highwater flood elevation for the structure, whichever is higher and that no lower elevations are allowed under this agreement. Base Flood Elevation will be verified with an elevation certificate; the highwater flood elevation will be verified using alternate documentation such as pictures or videos of water level experienced.

3.0 **Notice to Proceed**. The PARTICIPANT shall be issued the following Notices to Proceed from the Project Management Firm.

3.1 **Procure Bids**. TIDAL BASIN will coordinate with all County-approved list of contractors a pre-bid meeting at the Property. PARTICIPANT will be required to participate in the pre-bid meeting. After pre-bid meeting, all contractors will provide bids to TIDAL BASIN. TIDAL BASIN will provide the summarized bids to PARTICIPANT to select the contractor of his/her/their choice. PARTICIPANT contractor selection shall be submitted to TIDAL BASIN in writing. TIDAL BASIN, PARTICIPANT and Contractor shall review, discuss the project, and finalize all documents.

3.2 **Notice to Procure Engineering.** After finalization of all documents with Contractor, TIDAL BASIN shall issue a notice to proceed with engineering drawings to the Construction Contractor with copy provided to PARTICIPANT.

Selected Construction Contractor shall submit the engineer design plans to TIDAL BASIN for grant compliance review. Engineer design plans will be compared to the detailed cost estimate by TIDAL BASIN.

Engineer design plans and detailed cost estimate may require revision(s) by Engineer and/or selected Construction Contractor to ensure federal funds will be expended on expenses that are necessary, allocable, and reasonable. PARTICIPANT will approve and sign off on any design changes required. Should items included in engineer design plans and/or detailed cost estimate be deemed ineligible federal cost under section 2.0, the costs are the responsibility of the PARTICIPANT and need a separate work agreement and proof of payment.

Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will pay the cost of engineering and design to the Contractor.

3.3 **Notice to Proceed with Construction.** After review and approval of engineer design plans and detailed cost estimate, TIDAL BASIN shall schedule a meeting with the PARTICIPANT and selected construction firm to sign the construction contract(s). Contracts may not be signed without a TIDAL BASIN representative present. Should items be constructed outside of the scope identified in the approved contract and plans, these items shall be deemed ineligible for the federal cost share of Section 2.0. Any ineligible costs are the responsibility of the PARTICIPANT and will require separate work agreement(s) and proof of payment.

4.0 **Operations.**

4.1 **Term:** The term of this Agreement shall expire on 7/18/2025 which is the end of the TWDB grant contract identified as contract 2000012634. Should the TWDB issue an extension to the grant period of performance, the term will automatically extend to the new period of performance, if needed.

4.2 **Location.** 14876 Boondocks Rd, Beaumont, TX 77705 (the "Property").

4.3 **Compliance with Laws, Rules, and Regulations.** PARTICIPANT and selected Construction Contractor shall comply with all applicable laws, rules and regulations.

5.0 **Financial Matters.**

5.1 **Payments.** The payment schedule for services will be as follows:

5.1.1 **PARTICIPANT.** PARTICIPANT shall remit local cost share for project services to COUNTY upon execution of this Agreement. All payments must be made by cashier's check. All payments are non-refundable. Payment shall be made payable to "JEFFERSON COUNTY FMA HOMEOWNER'S MATCH FUND" and hand-delivered upon signing this Agreement.

5.1.2 In the event Property Owner does not pay the County for the above referenced services, County may seek any legal remedies available to it, including filing a lien on the Property in the County Clerk's Official Records and enforcing the lien, to recoup the monies paid by COUNTY. The terms of this Agreement shall be governed by the laws of the State of Texas.

5.1.3 **Construction.** COUNTY shall pay invoices directly to the construction contractor, after review and approval by TIDAL BASIN, for eligible expenses documented by milestone inspection reports according to the schedule of values below. The COUNTY will not pay construction invoices without passed milestone inspection reports. Failed inspections and re-inspections shall be deducted from Contractor invoices and the Contractor billed directly by the inspection company.

5.1.3.1 **Milestone 1** – 20% of Construction Contract Amount

5.1.3.2 **Milestone 2** – 40% of Construction Contract Amount

5.1.3.3 **Milestone 3** – 30% of Construction Contract Amount

5.1.3.4 **Milestone 4** – 10% of Construction Contract Amount

5.1.4 **Relocation Reimbursement.** COUNTY shall reimburse PARTICIPANT for cost incurred that meet guidelines of the Relocation Reimbursement procedures up to the maximum allowable costs under the Grant ($1,000 for

elevation. PARTICIPANT is not eligible for the relocation reimbursement without proper receipt and documentation of expenses. COUNTY reserves the right to reject reimbursement for unallowable costs.

5.1.5 PARTICIPANT hereby acknowledges and agrees that if all milestone inspection reports are approved by the inspector and the project is elevated or reconstructed as the signed sealed engineer drawings specify, COUNTY will pay the milestone even if PARTICIPANT refuses to approve and/or sign the final milestone form.

COUNTY shall issue all checks on a net thirty (30) day basis from the date of receipt of all required documents by COUNTY.

6.0 Records.

PARTICIPANT shall provide JEFFERSON County, FEMA, TWDB, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the PARTICIPANT which are directly pertinent to this agreement for the purposes of audits, examinations, excerpts and transcriptions. The PARTICIPANT shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts of transcriptions as reasonably needed.

The PARTICIPANT shall maintain all books, records, accounts, and reports required under this agreement for a period of not less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case PARTICIPANT shall maintain books, records, accounts, and reports until the PARTICIPANT, JEFFERSON County, FEMA, TWDB, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

7.0 Termination or Suspension. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed; but this Agreement may be terminated under any or all of the following conditions:

a. By mutual agreement and consent of the PARTIES hereto.

b. By COUNTY as a consequence of the failure of PARTICIPANT and/or Construction Contractor to comply with the terms in a satisfactory manner, provided COUNTY, through TIDAL BASIN, will give PARTICIPANT and Construction Contractor written notice of any such failure and ten (10) days (or more if authorized in writing by the COUNTY) to cure any such failure.

c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.

d. By COUNTY for convenience by issuing PARTICIPANT thirty (30) days written notice.

e. If PARTICIPANT terminates this agreement, PARTICIPANT agrees to pay the cost of services rendered up to the date of termination.

8.0 **Notice.** 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, sent by mail or electronic mail as follows:

COUNTY:
Jefferson County Engineering Department
Michelle Falgout, P.E., CFM
County Floodplain Manager
1149 Pearl St
Beaumont, TX 77701
Michelle.falgout@jeffcotx.us
Phone Number: (409) 835-8584

PARTICIPANT:
William Taber
14876 Boondocks Rd
Beaumont, TX 77705
Will.b.taber@gmail.com
Phone Number: (281) 841-7331

Rebekah Taber
14876 Boondocks Rd
Beaumont, TX 77705
r.lorenz.310@gmail.com
Phone Number: (903)736-3156

TIDAL BASIN:
Andrea Hebert
(985) 233-0268
Andrea.hebert@tidalbasingroup.com

8.1 Written notices hereunder delivered personally or Electronic Mail shall be deemed communicated as of actual receipt or emailed; notices deposited with an overnight delivery service shall be deemed communicated the following business day; mailed notices shall be deemed communicated five (5) days after deposit in the mail.

9.0 Insurance.

9.1 PARTICIPANT shall secure and maintain at its expense National Flood Insurance Program (NFIP) insurance upon completion of the project in perpetuity. The requirement to maintain flood insurance will be documented in the Property deed. Failure to acquire and maintain such insurance will forfeit milestone payments in Section 5 and may result in recoupment of the amount of the grant funds expended by FEMA. Recoupment of funds from FEMA will be the sole responsibility of the PARTICIPANT to repay to FEMA.

The PARTICIPANT is required to provide an Insurance Declaration page demonstrating the amount of NFIP building coverage is at least equal to the final eligible project cost (Federal and Non-Federal Share) or NFIP maximum coverage to COUNTY and TIDAL BASIN prior to release of the final milestone payment and any eligible homeowner reimbursements.

9.2 Prior to the execution of the Construction Contract with the Selected Construction Contractor, PARTICIPANT or Selected Contractor shall provide, proof of the following insurance coverage of the Selected Construction Contractor (or applicable sub-contractors).

a. Insurance requirements under the Request for Statement of Qualifications, attached hereto as Exhibit "C".

b. A riggers endorsement equal to or exceeding the current market value of the structure.

c. The state licensing board for contractors' certification classification of "rigging, house moving, wrecking and dismantling.

9.3 Upon failure of PARTICIPANT to furnish, to deliver and maintain such insurance as provided, this contract, at the election of the COUNTY, may be forthwith declared suspended, discontinued or terminated. Failure of PARTICIPANT to take

out and/or to maintain insurance shall not relieve PARTICIPANT from any liability under the contract.

10.0 General.

10.1 PARTICIPANT shall indemnify and hold harmless COUNTY and TIDAL BASIN against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by Selected Construction Contractor, its employees, agents, and subcontractors.

10.2 Further, PARTICIPANT hereby agrees to indemnify COUNTY and TIDAL BASIN for all reasonable expenses and attorney's fees incurred by or imposed upon COUNTY and TIDAL BASIN in connection therewith for any loss, damage, injury or other casualty pursuant to this section. PARTICIPANT further agrees to pay all reasonable expenses and attorney's fees incurred by COUNTY and TIDAL BASIN in establishing the right to indemnity pursuant to the provisions of this Section.

10.3 PARTICIPANT acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and COUNTY makes no representations or warranties to the contrary.

10.4 It shall be the duty of every COUNTY officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the county, and the duty of every applicant for certification of eligibility for a county contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing.

By signing this document, every corporation, partnership, or person contracting with the COUNTY, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a county contract, and every application for certification of eligibility for a county contract or program, attests that it understands and will abide by all provisions of this contract.

10.5 This Agreement represents the entire Agreement between COUNTY and PARTICIPANT. This Agreement may only be amended in writing and must be signed by both COUNTY and PARTICIPANT.

10.6 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in JEFFERSON County, Texas.

10.7 Nothing contained in this Agreement shall constitute or be deemed or construed to create and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

10.8 Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

AUTHORITY FOR COUNTY TO REMOVE PARTICPANT FROM THE PROGRAM

RUDE, OFFENSIVE AND INAPPROPRIATE BEHAVIOR WILL NOT BE TOLERATED FROM PARTICPANT(S). ALL PARTICPANTS ARE EXPECTED TO TREAT COUNTY, TIDAL BASIN, INSPECTORS, CONTRACTORS, AND SUBCONTRACTORS WITH RESPECT. THE CONTRACTOR HAS A RIGHT TO A PRODUCTIVE AND SAFE WORK ENVIRONMENT. HARASSMENT, INTERFERENCE, OR OTHER ACTION(S) COMMITTED BY THE PARTICIPANT THAT ARE CONTRADICTORY TO TIMELY, AND SAFE COMPLETION OF ELEVATION WORK ON THE PART OF THE PARTICIPANT ARE IN VIOLATION OF THIS AGREEMENT. FOWL LANGUAGE, SCREAMING, AND THREATENING CONDUCT WILL NOT BE TOLERATED. IF YOU HAVE A CONCERN OR COMPLAINT, TIDAL BASIN HAS AN APPROPRIATE METHOD OF SUBMITTING SUCH COMPLANT AND IT WILL BE HANDLED APPROPRIATELY. IF A PARTICIPANT REFUSES TO UTILIZE THE APPROPRIATE COMPLAINT PROTOCOL AND INSTEAD CHOOSES TO HARRASS, OFFEND, SCREAM, CUSS, AND NOT DISCUSS THE SITUATION IN A RATIONAL MANNER, PARTICIPANT WILL BE PROVIDED NOTICE OF REMOVAL FROM THE PROGRAM AND A LIEN FOR THE MONEY EXPENDED BY THE COUNTY WILL BE FILED ON THE PROPERTY. BY SIGNING THIS AGREEMENT, PARTICPANT(S) HEREBY ACKNOWLEDGE THIS REQUIREMENT AND AGREE(S) TO CONDUCT HIMSELF/HERSELF/THEMSELVES IN AN APPROPRIATE MANNER. PARTICPANT(S) FURTHER ACKNOWLEDGES THAT REMOVAL FROM THE PROGRAM AND THE FILING OF A LIEN MAY OCCUR FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.

IN TESTIMONY WHEREOF, this Agreement is executed in three (3) originals, the day and year first above written.

Property Owner

By: _____

Printed Name: William Taber

By: _____

Printed Name: Rebekah Taber

Dated: 1/15/2025

County of JEFFERSON

By: _____

Jeff Branick

JEFFERSON County Judge

Dated: 1/28/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE 1/28/25

Exhibit A

Funding Source Breakdown

Exhibit A
Funding Source Breakdown

Contractor Bid		
Grant Eligible Costs (100% Federal Cost)	**Excello Homes**	
Engineering	$	5,915.56
Site Preparation	$	5,281.75
Permitting	$	2,366.22
Bonding & Insurance/Warranty	$	3,549.34
Excavation/Piles	$	54,564.15
Elevation	$	55,895.43
Foundation	$	55,809.90
Utilities	$	8,450.80
Steps, Landings, Carpentry	$	16,901.60
Finishing Detail	$	4,225.41
Final Elevation Certificate	$	400.00
ADA Accommodation (if applicable)	$	-
Total Contractor Costs without Upgrades	**$**	**213,360.16**
Upgrades (100% Homeowner Cost)		
Additional Elevation Cost	$	-
Expanding Landings	$	-
Upgraded Structural Wall Material	$	-
Total Costs of Upgrades	**$**	**-**
Other Grant Costs		
Structural Integrity Inspection	$	2,250.00
Pre-Elevation Certificate	$	400.00
Construction Inspections	$	4,000.00
Temporary Housing Allowance (Maximum)*	$	1,000.00
Per Parcel Fees	$	12,000.00
Total Other Costs	**$**	**19,650.00**

Total Grant Cost Breakdown		
	Bid 1	
Total Grant Eligible Costs	$	233,010.16
- Duplication of Benefits	$	-
Total Grant Eligible Costs - Duplication of Benefits	$	233,010.16
Total Federal Cost	**$**	**233,010.16**
Total Grant Eligible Homeowner Cost	$	-
Total Upgrades Cost	$	-
Total Duplication of Benefits	$	-
Total Homeowner Cost	**$**	**-**

Exhibit B

Selected Upgrades

If applicable, the PARTICIPANT is financially responsible for the cost of selected upgrades in entirety. Any costs incurred from work or materials associated with upgrades are not grant eligible and must be completely covered by the PARTICIPANT.

The Participant has chosen the following upgrades:

☐ Additional elevation height beyond the minimum height required to reach COUNTY REQUIREMENTS

☐ Upgraded material for structural walls

☐ Expanded Landings

For additional detail about the chosen upgrades, see Exhibit "A".

NO UPGRADES SELECTED

EXHIBIT C

Insurance Requirements

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$1,000,000	$1,000,000
b. Aggregate policy limits	$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000	$1,000,000
b. Property damage	$1,000,000	$1,000,000
c. Aggregate policy limits	$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Exhibit D

Itemized Elevation Contract

CONTRACT FOR ELEVATION WORK

THIS CONTRACT, entered into as of January 15, 2025, by and between **William Taber & Rebekah Taber** hereinafter called the "**Owner**", and **EXCELLO HOMES** hereinafter called the "**Contractor**", **WITNESSETH**:

WHEREAS, the Owner has applied to JEFFERSON County, Texas, hereinafter called the "County", for housing ELEVATION assistance under the FMA Contract No. 2000012634 Grant Award from the Texas Water Development Board through the Federal Emergency Management Agency known as the Flood Mitigation Assistance Grant Program (hereinafter "FMA"), and the County has approved such application; and

WHEREAS, the Owner proposes to pay the cost of the ELEVATION assistance provided for in this Contract with the proceeds of the FMA funds allotted to the Owner by the County under FMA and from Owner's required non-federal share of the cost of such ELEVATION work; and

WHEREAS, in response to the invitation of the County, the Contractor has submitted a Bid Proposal for the performance of the ELEVATION work provided for in this Contract; and

WHEREAS, JEFFERSON County Commissioners Court awarded RFSQ No. 22-047 Contractor Qualifications for Residential Home ELEVATION for FEMA Disaster Funding Recipients hereinafter called the "Project" on , Court Order, dated August 9, 2022; and

WHEREAS, the County and Owner have accepted the Contractor's Bid Proposal for the performance of such ELEVATION work, and desires to engage the Contractor to perform such ELEVATION work in accordance with the provisions of this Contract and applicable requirements of FMA; and

WHEREAS, the County shall utilize TIDAL BASIN, Inc. as Program Manager, hereinafter called the "Manager", as the representative for the COUNTY for this contract.

NOW, THEREFORE, for consideration stated herein, Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Sec. 1. Property to be Elevated. The Property to be elevated pursuant to this Contract is located at: 14876 Boondocks Rd, Beaumont, TX 77705.

Sec. 2. Contract Price. Upon satisfactory completion of the ELEVATION work provided for in this Contract, as determined on the Owner's behalf by the County, the Contractor shall be paid the amount of **Two hundred thirteen thousand three hundred sixty dollars and sixteen cents ($213,360.16)** hereinafter called the "CONTRACT PRICE", which shall constitute full and complete compensation for the Contractor's performance of the ELEVATION work provided in this Contract.

Sec. 3. Notice. Any notice permitted or required to be given under this Contract shall be in writing and may be given by hand-delivery, email, or certified United States mail, postage prepaid, return receipt requested addressed to:

Owner(s):

William Taber & Rebekah Taber
14876 Boondocks Rd
Beaumont, Texas 77705
Email: will.b.taber@gmail.com

Manager:

TIDAL BASIN, Inc.
126 Business Park Dr,
Utica, NY 13502
ATTN: Andrea Hebert
Email: andrea.hebert@tidalbasingroup.com

County:

JEFFERSON County Floodplain Department
1149 Pearl Street
Beaumont, Texas 77701
ATTN: Michelle Falgout
Email: michelle.falgout@jeffcotx.us

Contractor:

Excello Homes
1245 West Cardinal Drive
Beaumont, TX 77705
ATTN: Ryan Webb
Email: ryan@excellohomes.com

Sec. 4. Acceptance of Contractor's Bid Proposal. Contractor's Bid Proposal for the ELEVATION work in this Contract has been accepted by Owner and County on January 15, 2025. Said Detailed Contractor's Bid is attached hereto as **Exhibit "B".**

Sec. 5. Contract Documents. The Contract Documents that comprise this contract for ELEVATION work consists of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of whom is hereby incorporated in this Contract by reference: (a) the Contractor's Bid Proposal including scope of work **(Exhibit "B")**; (b) Engineered Design (include Engineer-stamped design once stamped once completed and signed by both Contractor and Owner) and attached hereto as **Exhibit "D"**; and (c) RFSQ No. 22-47 including all terms and conditions, general specifications, and Federal requirements.

The Contractor shall perform the ELEVATION work provided for in this contract in strict

conformance with the Contract Documents that comprise this Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. **Specifically, no "side" or "additional" contracts are to exist between the Owner and Contractor.**

Sec. 6. Scope of Work. The Contractor shall furnish all necessary materials equipment, tools, labor, and supervision necessary to perform, and shall perform all of the ELEVATION work provided for in this Contract as set forth in the bid proposal, scope of work as defined in the RFSQ and engineered design, relating to the property described in Section 1 of this Contract. All supplies used in the ELEVATION shall be new and **MATERIALS OF GOOD QUALITY.**

The Contractor shall, in accordance with contract documents, elevate the house in accordance to COUNTY requirements as determined by an official elevation certificate or the last flood of record. If mutually agreed upon by the Owner, Contractor and Manager, the Contractor must achieve additional elevation height beyond the grant minimum as specified in the bid.

Sec. 7. Time of Performance. The Contractor shall commence the ELEVATION work provided for in this Contract within FIFTEEN (15) CALENDAR DAYS from the date of contract execution and shall satisfactorily complete such work within ONE HUNDRED FIFTY (150) CALENDAR DAYS from the date of start of construction. The Contractor shall be responsible for scheduling the ELEVATION work, and for coordinating the operations of all trades, subcontractors and suppliers engaged by the Contractor in connection with the work. All ELEVATION work provided for in this Contract shall be done in a competent and workmanlike manner. Notwithstanding the aforesaid, the Contractor may be excused from the time of performance requirement if, during the progress of the work, delay is authorized in writing by the Manager due to any act or negligent act of the Owner or by authorized changes in the work, or by strikes, lockouts, fire, flood, unusual delay in transportation, epidemic, unavoidable casualties, weather of unusual severity, or any causes completely beyond the Contractor's control, and the time of completion shall be extended for such reasonable time as the Manager may decide. The Manager shall make final decisions on the jurisdiction of causes offered as a basis for extension of time. All extensions of time must be approved in writing by Manager.

Sec. 8. Permits and Codes. The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the ELEVATION work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes and regulations of the County and other applicable entities. Before installing any work, the Contractor shall examine the List of Work, General Specifications and Plan Drawings (if any) for compliance with applicable codes and regulations of the County and other applicable entities. The Owner, with the assistance of the County, will adjust this Contract by Change Order to comply with such codes or regulations, unless written waivers covering the difference has been granted by the appropriate agency or department of the County or entity, and make appropriate adjustment in the Contract Price. If the Contractor should fail to observe the foregoing provision, and proceeds with the installation of any work not in compliance with applicable codes or regulations of the County or entity, including any written waivers, not withstanding the fact that such installation is in compliance with the List of Work, General Specifications and Plan Drawings (if any), the Contractor shall correct such work without cost to the Owner, but a Change Order will be issued by the Owner to

cover only the excess cost that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

Sec. 9. Care of Work. The Contractor shall keep the premises clean and orderly during the course of the ELEVATION work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance of the work and shall remove all debris on completion of the work. All surplus materials delivered to the job site and all materials, fixtures and equipment removed and not reused shall remain or become property of the Contractor and its subcontractors and shall be removed from the job site promptly after completion as well as all rubbish and debris resulting from the Contractor's operation. *Owner shall not remove, use, or hide materials delivered to the job site by Contractor.* When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazards.

Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

Sec. 10. Insurance. Prior to commencement of the Services, Contractor shall furnish Owner and Project Manager with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Owner and Project Manager. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "C."** Owner and County shall be named as additional insured to all required coverage except for Workers' Compensation. All liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of Owner and County.

Sec. 11. Performance and Payment Bond. Contractor shall provide to Owner and Manager a payment and performance bond, each in the amount of value of the project plus 10% within ten (10) calendar days after execution of contract. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Owner/Manager reserves the right to accept or reject any surety company proposed by Contractor. In the event Owner/Manager rejects the proposed surety company, Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Owner/Manager.

Sec. 12. Contractor to Hold Owner, Manager and County Harmless. The Contractor shall indemnify, and hold harmless the Owner, Manager, the County, its Officials, employees and consultants from all liability claims and attorney's fees incurred by the indemnee, for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or

alleged to have been suffered by any person as a result of, or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

Sec. 13. General Guaranty. The Contractor shall guarantee the ELEVATION work performed under this Contract for a period of ONE (1) YEAR from the date of the completion and final payment of all work required by this Contract, and shall remedy any defect due to faulty material or workmanship, as decided by the County, and pay for any damage to other work resulting therefrom which shall appear within the period of ONE (1) YEAR from the date of the 90% final payment for such work. The Contractor shall also furnish the Owner, c/o the Manager, with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.

Sec. 14. Inspection. During and after the performance of the ELEVATION work, the Contractor and the Owner shall permit the County, the Manager, the State of Texas and/or the United States Government to examine and inspect the ELEVATION work as necessary to assure that the ELEVATION work contracted for and performed by the Contractor:

(a) will bring the property items being rehabilitated into compliance with the requirements of the FMA Guidelines; and,
(b) is being completed in accordance with the requirements of this Contract including the bid proposal, scope of work and engineered design.

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover, the locality, State, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall pay for the cost of failed inspections and untimely inspections that prevent sufficient evaluation of the work associated with the applicable milestone as determined by the inspection firm and the Manager. Inspection disputes should be sent in writing to the Manager and the County. Inspection company shall directly invoice the contractor for the cost of failed and untimely inspections. If Contractor fails to timely pay for the cost of failed and untimely inspections, Contractor hereby authorizes the payment to be deducted from the milestone being paid.

Sec. 15. Assignment of Contract. The Contractor shall not assign this Contract without the prior written consent of the County, Owner and Manager.

Sec. 16. Contract Changes. *No modifications of this Contract shall be made after its execution by the Contractor and the Owner except by written instrument signed by the Contractor, accepted by*

the Owner and approved by the Manager. In the event violation of applicable codes and/or health and safety violations are discovered during construction, said violations shall be inspected by Manager, and Owner and Contractor agree to add correction of the code violations and/or health and safety violations if funds are available. In the event funds are not available, the violations which are more severe will be corrected first, with an appropriate change order.

Sec. 17. Changes in the Work. No changes, alterations, additions, deletions or substitutions shall be made in the work or materials called for in the List of Work, General Specifications, Engineered drawings, or Plan Drawings (if any) which are part of this Contract, except by written **Change Order** signed by the Owner AND Contractor and approved in writing by the Manager. Change Orders shall be limited to covering work items, the need for which cannot be determined until sometime during the Contractor's performance of the ELEVATION work, and when issued, shall be deemed to be modifications of this Contract as originally executed by the Owner and the Contractor. All proposed Change Orders shall be reviewed and approved by the Manager before being signed by the Owner. The ELEVATION work shall be completed pursuant to the engineered design in this contract unless change orders are approved in writing.

Sec. 18. Owner to Cooperate with Contractor. The Owner shall permit the Contractor to use, at no cost to the Contractor, existing utilities such as light, heat, power and water necessary to the Contractor's performance and completion of the ELEVATION work provided for in this Contract, and shall otherwise cooperate with the Contractor to facilitate the performance of the work. The Contractor shall be responsible for the removal and replacement of rugs, coverings and furniture, etc., as necessary. The execution of this contract establishes the Contractor's right to enter the property identified in Sec. 1 of this agreement to complete ELEVATION work until project completion and final inspection approval. Under this provision, the homeowner agrees to allow the Contractor access to the property and agrees to cooperate with the Contractor to complete ELEVATION work.

Sec. 19. Occupancy Provision. The premises are not to be occupied during the course of the ELEVATION work. The Owner may not interfere with the ELEVATION work. The Owner may not enter the construction zone.

Sec. 20. Interest of County Officials and Personnel in Contract. No member of the County's staff and no officer, employee of member of the governing body of the County who exercises any functions or responsibilities in connection with the administration of FMA to which this agreement pertains shall be allowed by either the Owner or the Contractor to have any private interest, direct or indirect, in the agreement.

No officer or employee of the County or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Sec. 21. Method of Payment. Payments shall be made based upon that portion of the work which

has been completed. Contractor shall provide a sworn statement to the Owner and Manager, setting forth the percentage of the services provided which were completed pursuant to RSFQ 22-047/MR, Scope of Work, Section 1.0 and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Contractor certifying that the work was performed, it was authorized by the Manager and that all information contained in the invoice being submitted is true and correct.

Upon receipt of the Contractor's requisition for payment, the Manager shall make a partial and/or final inspection of the property to which this requisition pertains, to assure that the property has been brought into compliance with the RFSQ 22-047, and that the ELEVATION work has been satisfactorily completed in conformance with this Contract, the bid proposal, the scope of work and the engineer-stamped design. The Contractor shall be paid the Contract Price for completion of the work only after final inspection and acceptance of all work to be completed by the Contractor pursuant to this Contract, and the Contractor has furnished the Owner, c/o the Manager all guarantees and warranties due the Owner for the ELEVATION work, satisfactorily executed releases of all liens or claims for liens by the Contractor, all laborers, all subcontractors having performed any work, and all suppliers of materials, equipment and services provided to the Contractor in connection with the work. Any payments are subject to satisfactory intermediate and final inspection by the Manager. The final payment shall be made including all remaining amounts due under the Contract as adjusted in accordance with approved Change Orders and subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract. If the Manager and Owner deem it unnecessary to correct work injured or not done in accordance with this Contract and its attachments, an equitable deduction from the Contract Price based solely upon the judgment of the Manager, shall be made therefore. The retainage payment shall be made 30 day after the final payment subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract which may arise during the 30-day period. No payment made under the Contract shall act as a waiver of the right of the Owner to require the fulfillment of all Contract terms.

The Owner agrees to allow payment in full to the Contractor, subject to the County's acceptance of the Housing ELEVATION work as satisfactorily completed in accordance with this Contract, the scope of work, the bid proposal and the engineer-stamped design.

Sec. 22. Applicable Law. The laws of the State of Texas govern all disputes arising out of or relating to this Contract. The parties hereto acknowledge that venue is proper in JEFFERSON County, Texas for all legal actions or proceedings arising out of or relating to this Contract and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Sec. 23. Disputes. All disputes arising under this Contract or its interpretations, whether involving law or fact or both, extra work, and all claims for alleged breach of contract shall be presented in writing by the Contractor or Owner to the Manager, within TEN (10) DAYS of commencement of the dispute, for decision by the Manager. Such claims shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. While the claim is reviewed, the Contractor shall proceed with the work. Any work stoppages must be approved in

writing by the Manager. Any claim not presented within the time limit specified in this section shall be deemed to have been waived. Each decision by the Manager will be in writing and will be emailed and mailed by regular mail to the Contractor and the Owner. If the Contractor does not agree with any decision of the Manager, the Contractor shall in no case allow the dispute to delay the work on the other items in this Contract, but shall promptly notify the Owner and the Manager that he is proceeding with the work on the other items in this Contract under protest and he may then except the matter in question from the final lien release until the dispute has been resolved according to law. The Owner agrees to allow the Contractor to complete all necessary work under this contract while disputes are reviewed for decision by the Manager.

Sec. 24. Liquidated Damages. It is agreed between the Owner and the Contractor that damages due to delay are impossible to determine and that in the event the Contractor does not complete the work required under this Contract within the specified time, the Contractor shall be liable for and shall deduct from the total Contract amount as liquidated damages, the sum of ONE HUNDRED DOLLARS AND NO CENTS ($100.00) FOR EACH CALENDAR DAY OF DELAY from the date stipulated for completion in this Contract except as modified by Change Order or conditions stated in Sections 5 and 14 until such work is satisfactorily completed and accepted. The Contractor maybe excused from liquidated damages in the event that delays are approved in writing from the Manager as set forth in Section 7.

Sec. 25. Termination. The Manager shall notify the Contractor of Owners intent to declare the Contractor in default in the performance of this Contract in case(s) where the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, scope of the work, bid proposal and/or the engineer-stamped design, or fails to proceed with or complete the work within the time limit specified in this Contract or the provisions of the Contract are otherwise violated by the Contractor. The Manager shall notify Owner of Contractor's intent to declare the Owner in default if the provisions of the Contract are otherwise violated by Owner. Such NOTICE OF INTENT TO DECLARE DEFAULT shall contain the reason(s) for the intent of such declaration and the Contractor and/ or Owner shall be declared in default and his/her right to proceed under the Contract terminated, unless such Contractor and/ or Owner corrects such violation or satisfactory arrangements are made for its correction within TEN (10) DAYS after date of notice of Notice Intent to Declare Default was emailed and mailed by certified mail return receipt requested. Should the Contractor and/or Owner not meet the requirements mentioned above, the respective party shall declare the other party in default upon TWO (2) DAYS Notice of Declaration. If the Contractor is declared in default, the Owner, with the assistance of Manager, will proceed to have the work completed through Contractor's Bond. Contractor shall be responsible for any damages resulting to the Owner and/or Manager by reason of said default. In the event of any breach of this Contract and/or unsatisfactory work, the Owner, upon written approval by the Manager, may at his option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the Contractor hereunder. If the Owner is declared in default of this agreement by Contractor, the Owner will be responsible for completing the ELEVATION work outside of the FMA. Owner will be required to re-pay County all money expended on the ELEVATION work. Owner hereby acknowledges and approves County filing a lien in the County Clerk's Official Records on the property subject to the ELEVATION to secure the funds expended on the ELEVATION.

Sec. 26. Effective Date of Agreement. This Agreement shall not become a Contract binding upon the parties concerned until these parties have properly signed this Agreement.

Sec. 27. Contractor Work Environment. This Agreement establishes the Contractor's right to a productive and safe work environment. Harassment, interference, or other action(s) committed by the Owner that are contradictory to timely, and safe completion of ELEVATION work on the part of the Owner are in violation of this agreement. Any complaints arising from this agreement shall be presented to the Manager and County in writing within five (5) business days of the first occurrence of harassment, interference, or other action(s) committed by the Owner.

Sec. 28. State Auditor Clause. By executing this Contract the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Sec. 29. Financial Records Clause. The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

Sec. 30. Ownership Clause. The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORs will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

Sec. 31. No Debt Against the State Clause. This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

Sec. 32. Licenses, Permit and Insurance Clause. For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.
The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions, and such documents stated in Section 2, such additional provisions shall be attached to this Contract prior to its execution by the Contractor and the Owner. If no additional provisions are to be included in this Contract, this Contract shall so state by having the word "NONE" written or typed on the following line. NONE

Any and all revisions attached to "Notice to Proceed".

IN WITNESS WHEREOF, the Contractor and the Owner have executed this Contract as of the date first above written.

HOMEOWNER(S)

(Will Taber)

(Rebekah Taber)

Signature(s)

CONTRACTOR

Signature Contractor's Authorized Representative

Printed Name: Ryan Wall

EXHIBIT A

QUALIFIED BIDDER

The Manager has reviewed received bids and has determined that the Owner's contractor selection, **CONSTRUCTION CONTRACTOR** has submitted a bid within the acceptable limits and is a qualified bidder. As such, the County is in agreement with the terms of this contract between the Owner and the Contractor.

Jeff Branick
JEFFERSON County Judge

January 21, 2025
Date

Andrea Hebert
Project Manager, TIDAL BASIN

2/3/2025
Date

ATTEST
DATE 1/28/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

EXHBIT B

DETAILED CONTRACTOR BID

From: Fran Lee
To: Andrea Hebert
Subject: "EXTERNAL"Fw: TWDB Concurrence EMT-2020-FM-007-0010- 14876 Boondock Rd
Date: Tuesday, November 12, 2024 4:11:01 PM
Attachments: image.png
E101 - Homeowner Elevation Bid-14876 Boondocks Rd FINAL 10-31-2024.pdf

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Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Raddiete Sogaolu <Raddiete.Sogaolu@twdb.texas.gov>
Sent: Tuesday, November 12, 2024 3:45:39 PM
To: Fran Lee <Fran.Lee@jeffcotx.us>
Cc: Kathy Hopkins <Kathy.Hopkins@twdb.texas.gov>; Caleb Rodriguez <Caleb.Rodriguez@twdb.texas.gov>
Subject: TWDB Concurrence EMT-2020-FM-007-0010- 14876 Boondock Rd

Fran,

TWDB concur with the attached bid and the County in the amount of $213,360.16 for 14876 Boondock Rd (which is an increase in the amount submitted in the application). Please include this email in the grant file for this property. This email should also be included as a supporting document when seeking reimbursement or advance of federal funds for this property.

Please let me know if you have any questions concerning this matter.

Thank you,

-Raddiete

Raddiete Sogaolu, MS| Flood Mitigation Grant Coordinator | **Texas Water Development Board**
1700 N. Congress Avenue 5th Floor | Austin, TX 78711 | 512-936-0885|
Raddiete.sogaolu@twdb.texas.gov | www.twdb.texas.gov

TEXASFLOOD.org

Excello Homes

1245 West Cardinal Drive
Beaumont, Texas 77705
www.excellohomes.com
877.390.5438

William Taber & Rebekah Lorenz
14876 Boondock Rd

October 31, 2024

Elevation Type	Pier & Beam
Total Square Feet	2855
Total Elevation Height	3.0'

Item	Item Description	Quantity	Unit Cost	Item Price
Pre-Construction				
Survey	Elevation Certificates and Surveys	2	$200.00	$400.00
Engineering	Engineering & Inspections	1	$5,915.56	$5,915.56
Permits	Permits/Administrative fees	1	$2,366.22	$2,366.22
Bonding & Insurance	Bonding & Insurance/Warranty	1	$3,549.34	$3,549.34
			Subtotal	$12,231.12
Site Preperation				
Mobilization	Mobilization	1	$1,115.54	$1,115.54
Landscape Removal	Remove all landscape around home necessary for lift	0	$0.00	$0.00
Temporary Fencing	Set up temporary fence to secure construction site	1	$952.65	$952.65
Demolition	The breezeway will be disconnected and raised with the home. Once the home is at design height we will extend the breezeway to connect back to the garage roof and repair shingles.	1	$1,629.04	$1,629.04
Dumpster	Haul off of debris	1	$378.54	$378.54
Toilet	Rental/Weekly cleaning of toilet	1	$1,205.98	$1,205.98
			Subtotal	$5,281.75
Excavation/Piles				
*Estimated Number of Pilings Based on Engineer Spec**		143	$229.10	$32,761.30
Blocks for Pilings	8x8x8 Blocks for Pilings	2141	$8.91	$19,076.31
Rebar Pins	Rebar pins to connect piling blocks	1052	$1.52	$1,599.04
Shims	Metal shims to ensure proper connection to slab	550	$1.23	$676.50
Wedges	Wood wedges to stabilize blocks during pile driving	220	$2.05	$451.00
			Subtotal	$54,564.15

* Actual number to be determined once excavation has comenced

Elevation				
Elevation Height				
Elevation of Home	Elevate Home w/ Unified Jacking System	1	$8,487.04	$8,487.04
Home Elevation - Labor	Prep home, elevate, placing beams, & removing cribing	1	$25,098.87	$25,098.87
Elevation of Porches	Elevate All Porches Covered by Roofline	3	$5,192.51	$15,577.53
8x8x16 Block	8x8x16 Block used to cap pilings	143	$2.95	$421.85
8x8x8 Block	8x8x8 Blocks used for interior columns	305	$10.37	$3,162.85
Pins	Rebar pins to connect piling blocks	205	$1.47	$301.35
Shims	Metal shims to ensure proper connection to slab	150	$1.30	$195.00
Wedges	Wood wedges to stabilize blocks during elevation	50	$2.03	$101.50
Lattice	Standard lattice enclosure per engineer design up to 3' includes trim	4	$637.36	$2,549.44
			Subtotal	$55,895.43

Foundation				
*Estimated Number of Columns Based on Engineer Spec**				
Footers	Excavate, Form, Rebar, & Pour 2'x2' Concrete Footers	1	$30,967.74	$30,967.74
Columns	Form, Rebar, & Pour 16"x16" columns	63	$394.32	$24,842.16
* Actual number to be determined once excavation has comenced			**Subtotal**	$55,809.90

Utilities*				
Plumbing	Sub contractor disconnect/reconnect	1	$2,366.22	$2,366.22
Electrical	Electrical whip to be added to supply line	1	$3,718.35	$3,718.35
Gas	Sub contractor disconnect/reconnect	1	$1,690.16	$1,690.16
HVAC	AC unit will be attached to metal platform and raised with home	1	$676.07	$676.07
*Subs to be choosen from local area/or of homeowner choice			**Subtotal**	$8,450.80

Steps, Landings, Carpentry				
Front Porch Landing	Build railing round side porch 26'x5' pressure treated	1	$5,169.05	$5,169.05
Rear Door Landing	Build 4'x4' landing at side door pressure treated	1	$3,169.05	$3,169.05
Right Door Landing	Build railing around front porch 5'x10' pressure treated	1	$2,069.05	$2,069.05
Left Door Landing	Build railing around rear porch 10'x8' pressure treated	1	$2,269.05	$2,269.05
Left Side Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
Right Side Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
Front Side Porch Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
			Subtotal	$16,901.60

Finishing Detail				
Grade Yard	Use skid steer/hand shovels to grade yard for proper drainage	1	$565.74	$565.74
Sod	Order/Lay program allowed amount of sod 2 allets	2	$170.03	$340.05
Gutters	Extend gutter down spouts to ground level	5	$20.41	$102.06
Lower Spigots	Bring existing water spigots to lower level	2	$90.13	$180.26
Spray Foam	Install R-Value thermal resistant (water resistant barrier) closed cell spray foam under livable space of raised slab	1	$2,582.10	$2,582.10
Final Clean	Clean entire job site to customers satisfaction	1	$455.20	$455.20
			Subtotal	$4,225.41

Grant Eligible Total:	$213,360.16

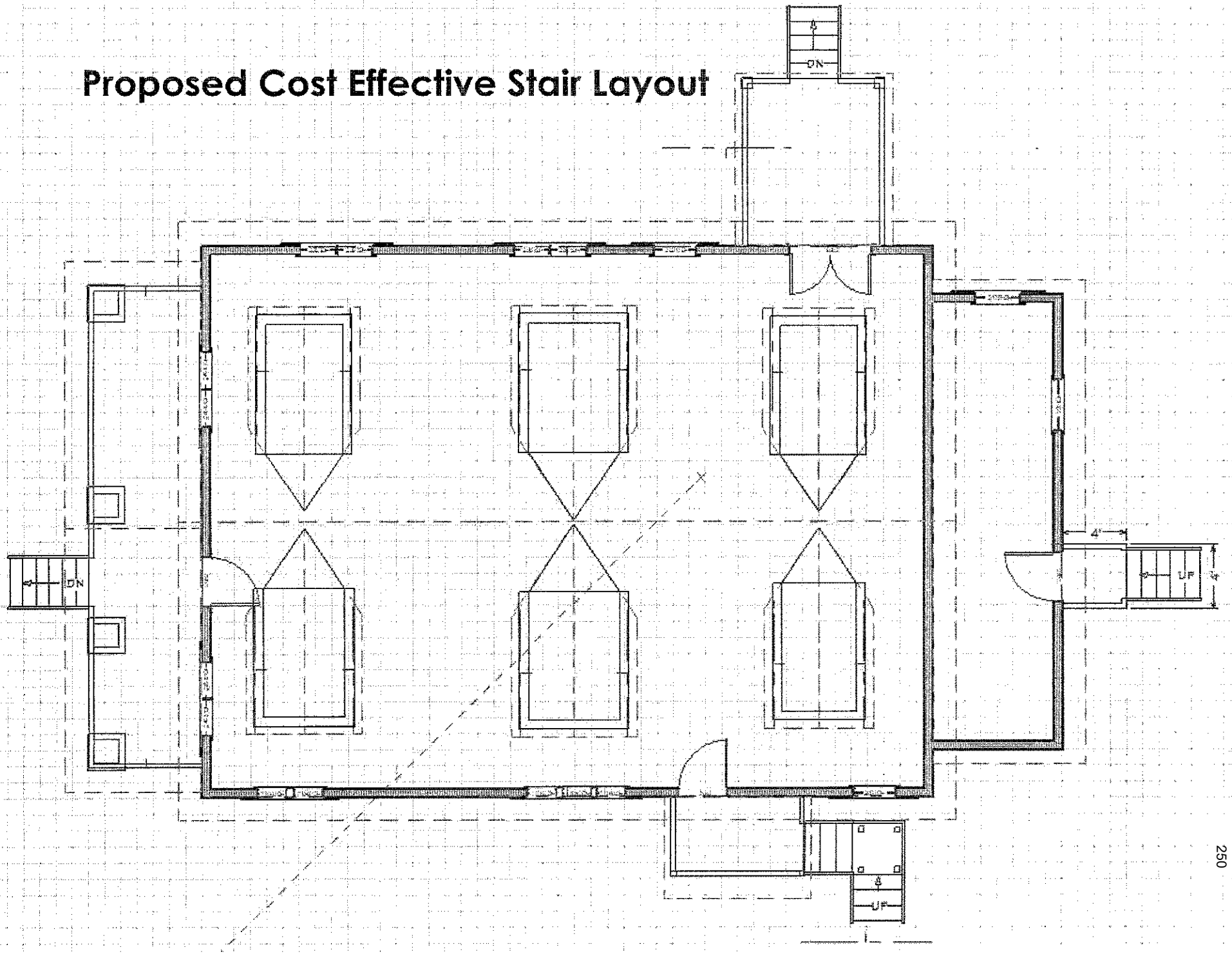
Cost Justification No Catwalk				
Front Porch Landing	Build railing round side porch 26'x5' pressure treated	1	$5,169.05	$5,169.05
Rear Door Landing	Build 4'x4' landing at side door pressure treated	1	$3,169.05	$3,169.05
Right Door Landing	Build railing around front porch 5'x10' pressure treated	1	$2,069.05	$2,069.05
Left Door Landing	Build railing around rear porch 10'x8' pressure treated	1	$2,269.05	$2,269.05
Left Side Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
Right Side Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
Front Side Porch Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
			Subtotal	$16,901.60

Based on cost analysis due to the low lift (3'). It is cheaper to build 4 sets of stairs for each door on all 4 sides.

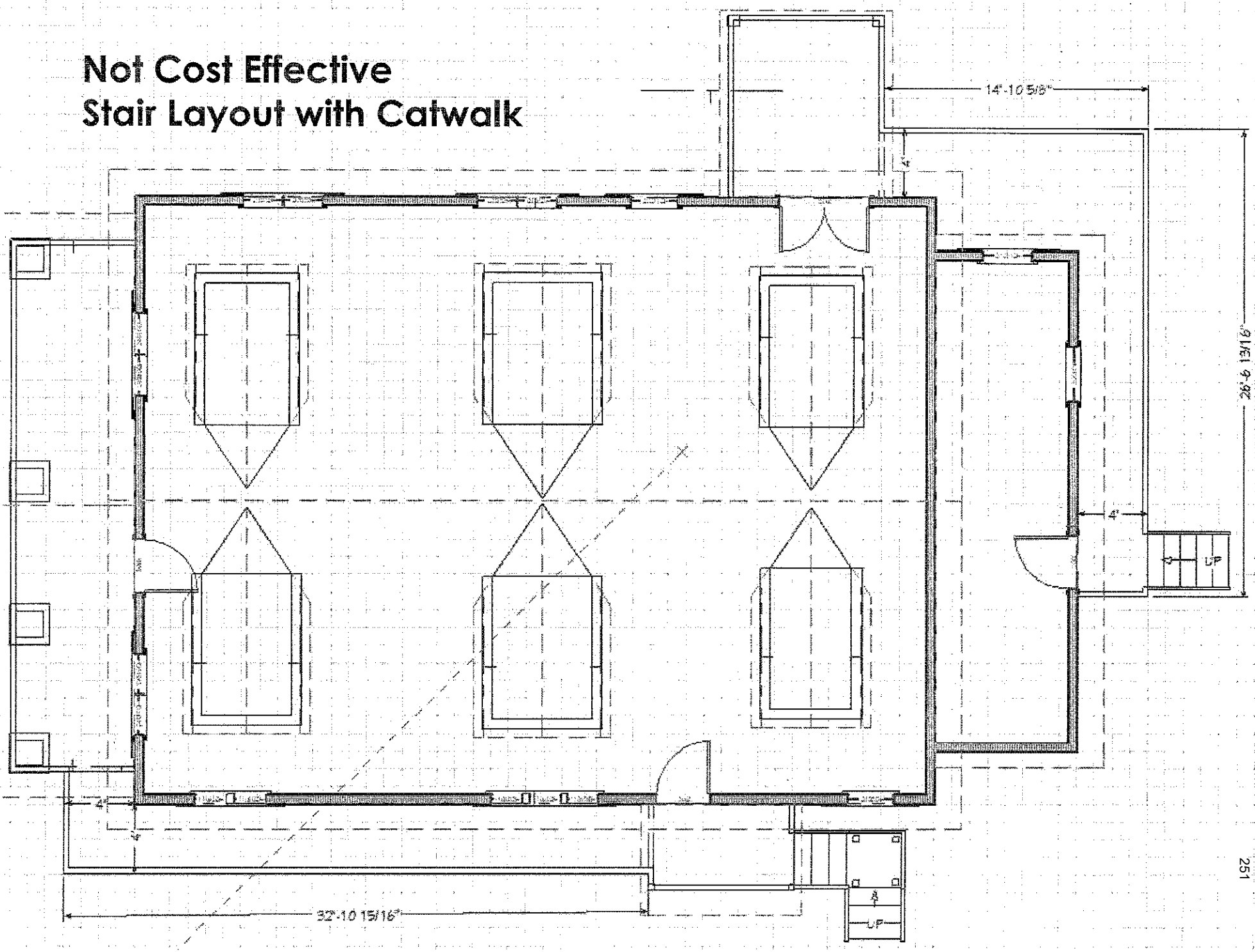
Rather then a 32' catwalk connecting the front and left side doors. With a 38' catwalk to connect the right side door and the rear door.

Cost Justification Catwalk				
Left Side Porch Landing	Build railing round side porch pressure treated	1	$3,357.56	$3,357.56
Right Side Door Landing	Build 4'x4' landing at side door pressure treated	1	$3,357.56	$3,357.56
Front Door Landing	Build railing around front porch pressure treated	1	$3,357.56	$3,357.56
Rear Door Landing	Build railing around rear porch pressure treated	1	$3,357.56	$3,357.56
Front Catwalk	Build catwalk to connect front porch to side porch	1	$3,357.56	$3,357.56
Rear Catwalk	Build catwalk to connect rear porch to side porch	1	$3,357.56	$3,357.56
Left Side Porch Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
Rear Door Stairs	Program standard 4' wide stairs pressure treated	1	$1,056.35	$1,056.35
			Subtotal	$22,258.06

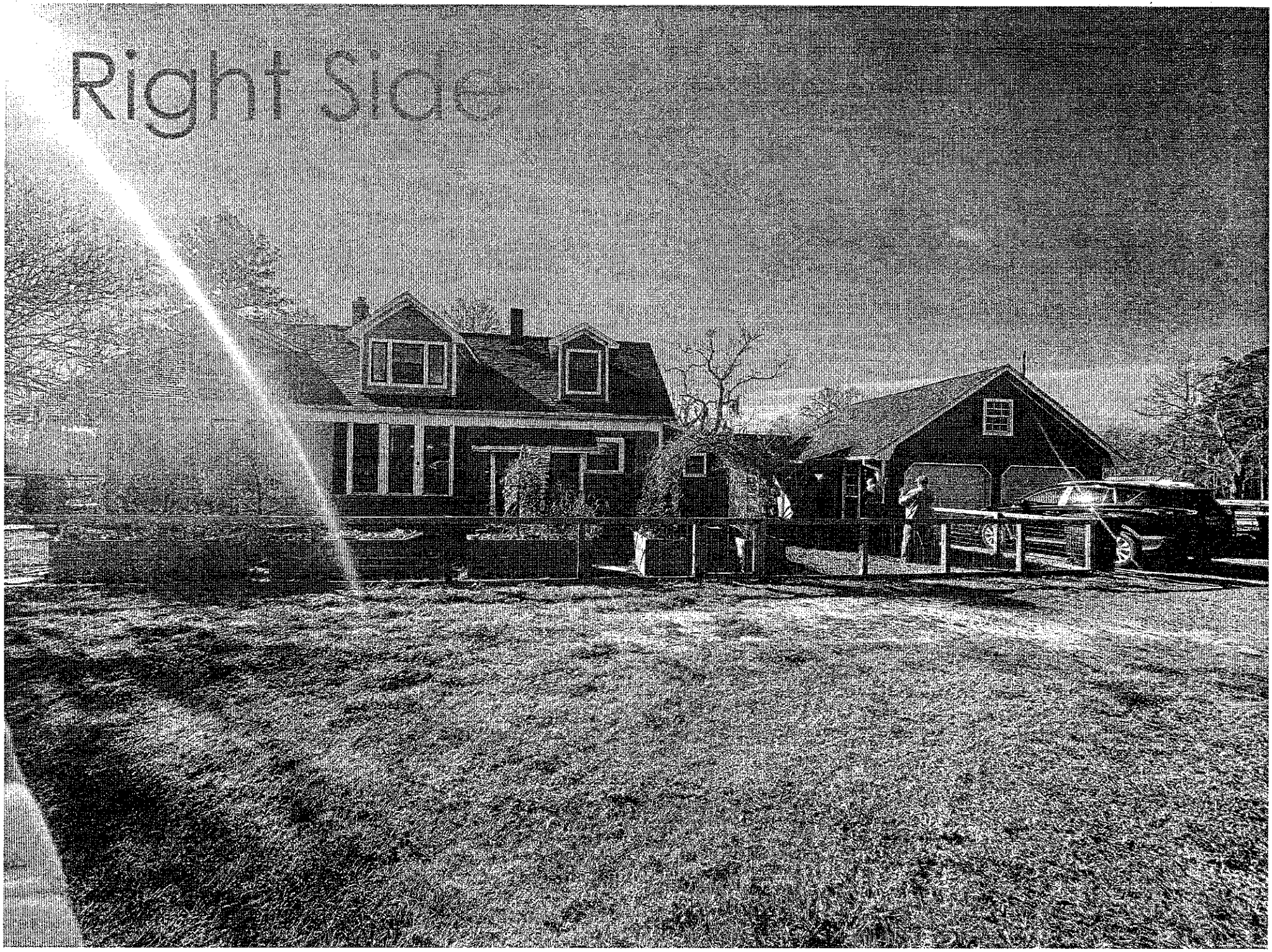
Proposed Cost Effective Stair Layout

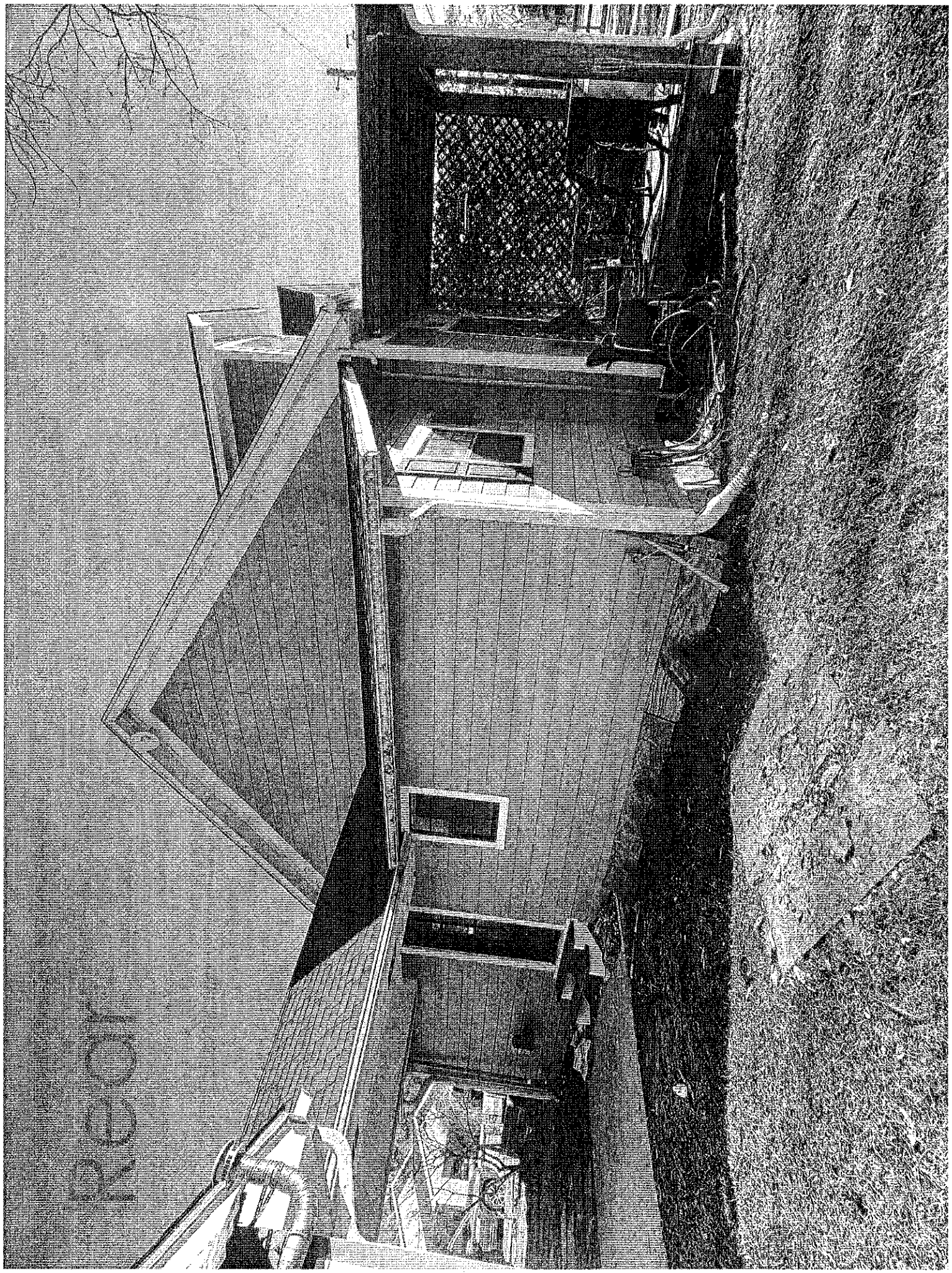


Not Cost Effective
Stair Layout with Catwalk



Right Side





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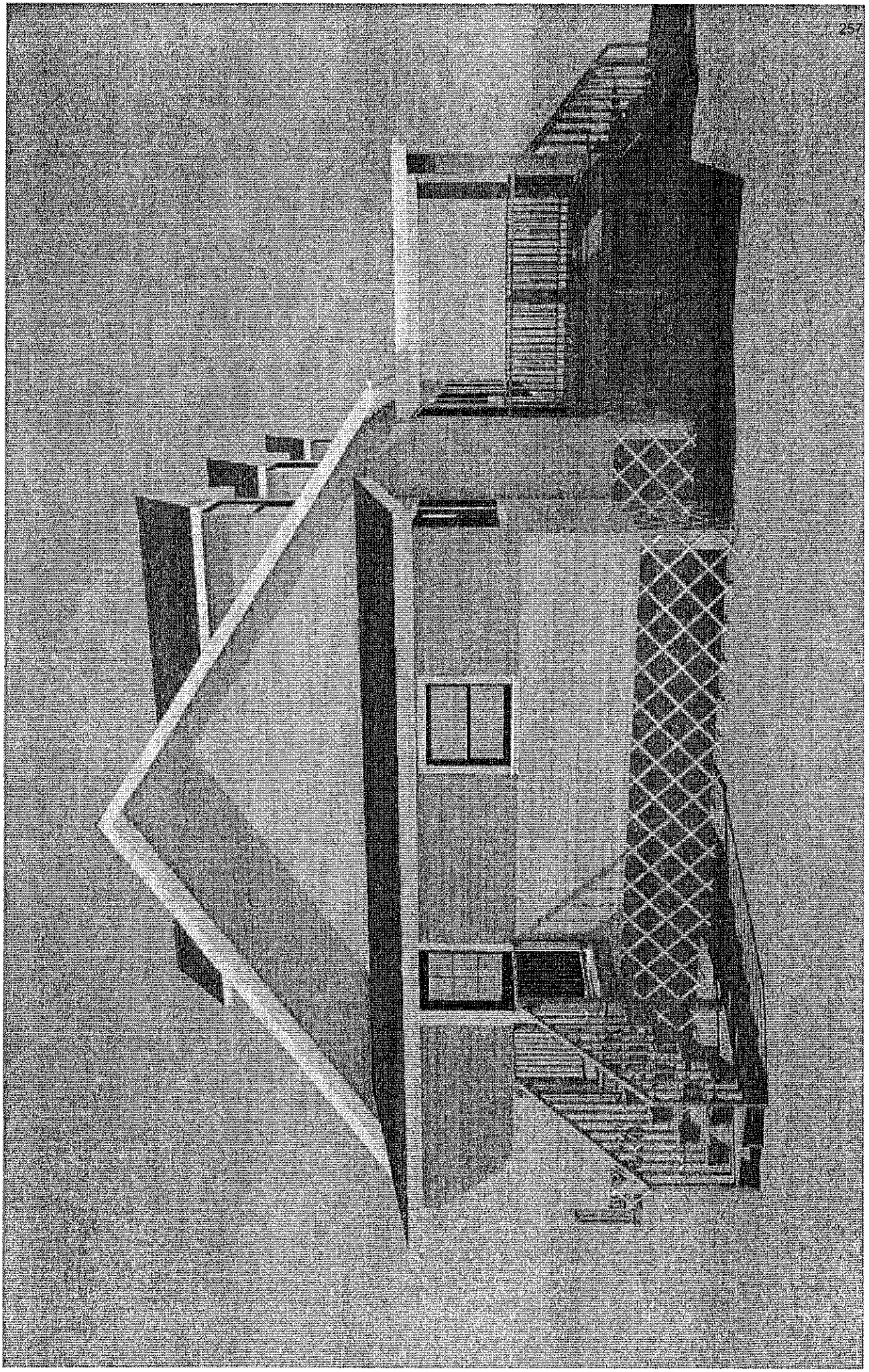
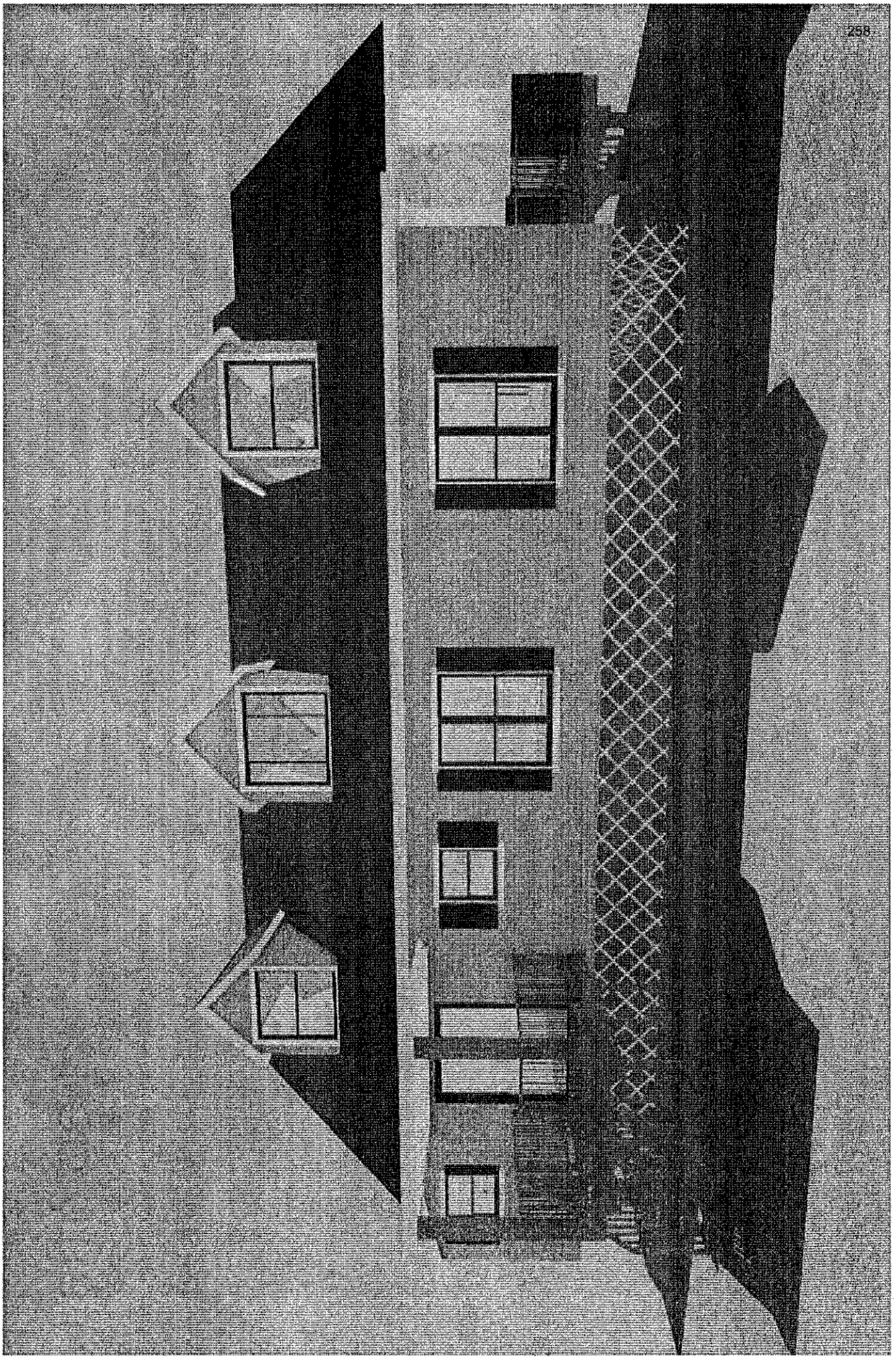




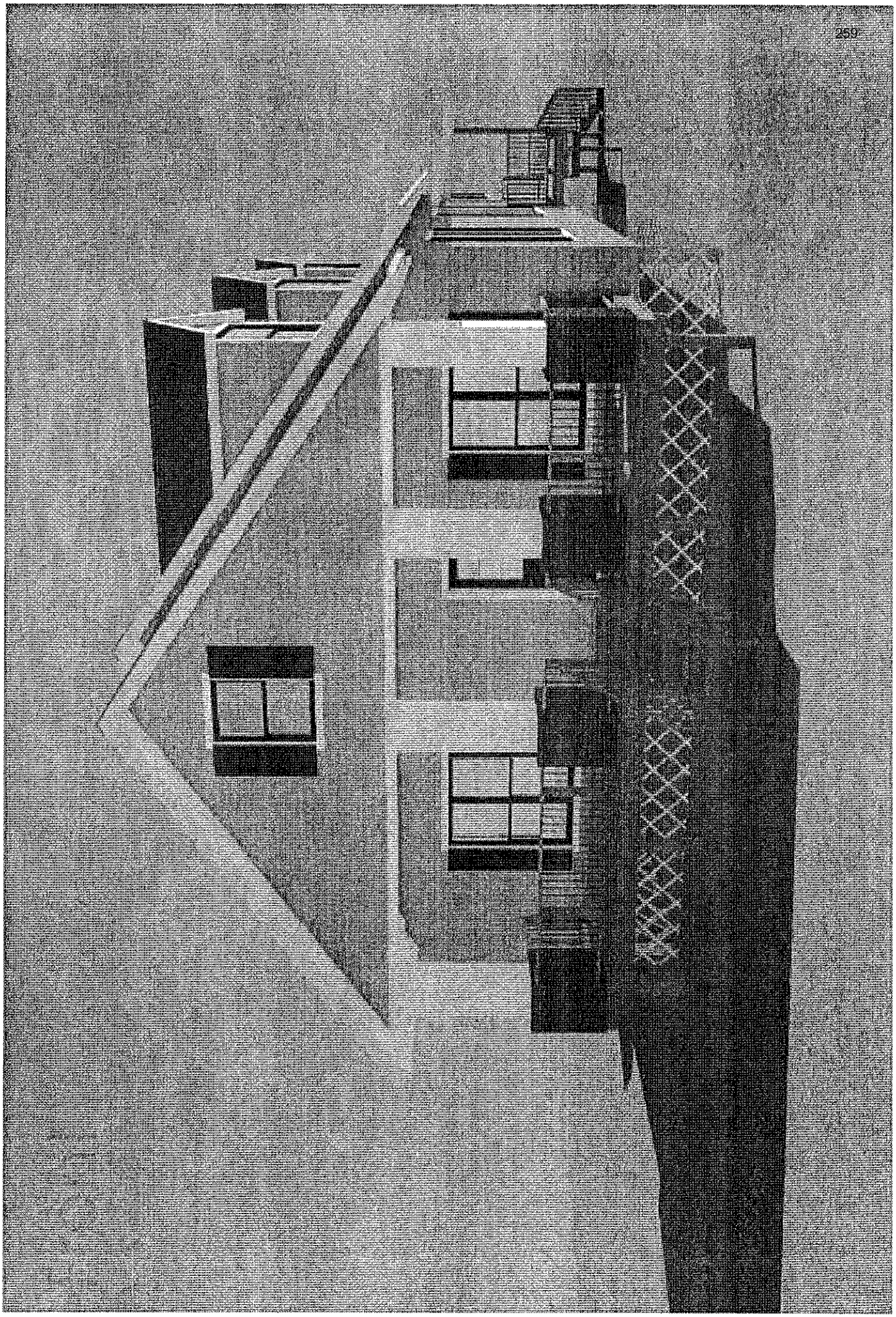


EXHIBIT C

INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$1,000,000	$1,000,000
b. Aggregate policy limits	$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000	$1,000,000
b. Property damage	$1,000,000	$1,000,000
c. Aggregate policy limits	$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

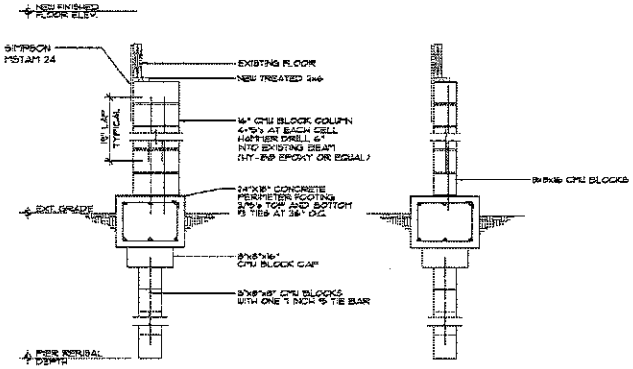
No additional payment shall be made for any insurance that the successful bidder may be required to carry.

EXHIBIT D

ENGINEERING DRAWINGS

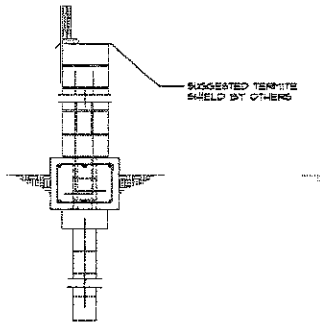
PROJECT DESIGN CRITERIA

- BUILDING CODE: 2021 IRC
- BASIC WIND SPEED: 130 MPH
- EXPOSURE: B
- RISK CATEGORY: II
- IMPORTANCE FACTOR: 1



1 PERIMETER COLUMN
NOT TO SCALE

2 CMU PERIMETER WALL
NOT TO SCALE



3 INTERIOR COLUMN
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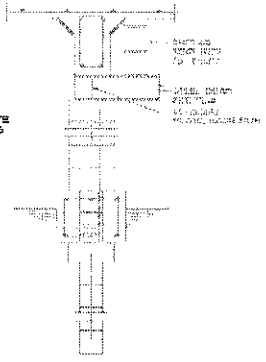

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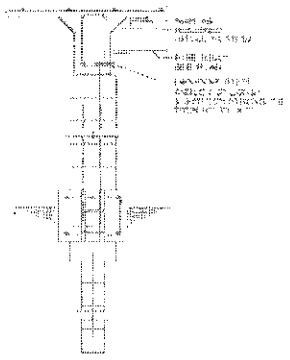

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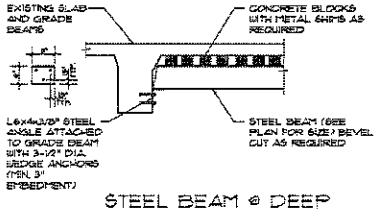
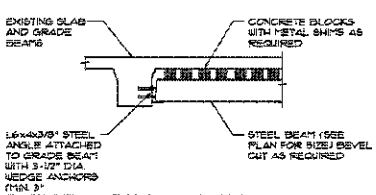
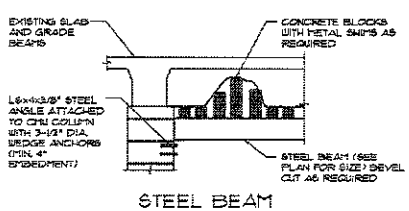


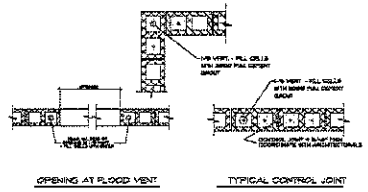
STEEL BEAM @ DEEP GRADE BEAM
6 NOT TO SCALE

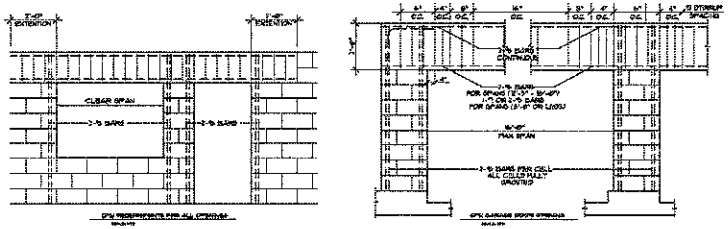


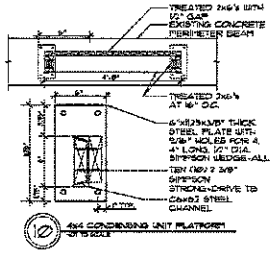
STEEL BEAM @ SHALLOW GRADE BEAM
7 NOT TO SCALE



STEEL BEAM @ CMU COLUMN
8 NOT TO SCALE







9 CMU DETAILS
NOT TO SCALE

10 4x4 CONDENSING UNIT PLATFORM
NOT TO SCALE

CONCRETE MASONRY UNIT (CMU) WALL CONSTRUCTION

1. CONCRETE MASONRY UNIT work - Shall be performed in accordance with ACI 530-99/ASCE 5-99/TMS 402-99, "Building Code Requirements for Masonry Structures," completed by the Masonry Standards Joint Committee (MSJC).
2. HOLLOW CONCRETE MASONRY UNITS - Shall be of light weight FLW concrete masonry between 105 and 85 PCF conforming to ASTM C90, Type I, moisture controlled units (MC) of 8 inches x 16 inches nominal dimensions (7 5/8"x 15 5/8" actual dimensions) and shall have a 28-daily compressive strength, f'm = 1900 PSI minimum on the net area of the CMU block.
3. CONCRETE BUILDING BRICK for use as wood intersect or bearing pad shall conform to ASTM C55, Type I Grade IS and shall have a 28-daily compressive strength, f'm = 2500 PSI minimum.
4. MORTAR - Shall conform to ASTM C270, Type S, Proportion assembly/mechanical assent, with a 28-daily compressive strength, f'm = 1800 PSI minimum. Mortar for CMU walls below grade shall conform to ASTM C270, Type M.
5. GROUT - Shall be of the coarse type with a maximum aggregate size of 3/8", and conforming to ASTM C476, with a 28-day compressive strength, f'm = 2,000 PSI minimum.
6. VERTICAL REINFORCEMENT - Shall be #5 grade 60 and fully filled cores. Provide as shown on the drawings. Vertical reinforcement shall be held in place at the top and bottom and at intervals not exceeding 6 feet. The bars shall have a minimum cover of 3/4" from the inside face of the masonry, and the spacing between two adjacent bars shall be a minimum of 1 inch, but not less than the bar diameter.
7. VERTICAL REINFORCEMENT SPLICES - Splice laps shall be a minimum of 48 (DIA.) inches and the spliced bars shall be tied together at splices. Vertical reinforcement may be provided in 4 feet to 8 feet lengths, provided the splices in adjacent bars are staggered (a minimum of 3 feet) and arranged such that not more than half the total number of adjacent bars are spliced at any one location, including mid-height of the wall.
8. HORIZONTAL JOINT REINFORCEMENT - Shall be of the Dur-O-Wall, galvanized, single wire, Truss-Tie type comprising of single wire continuous truss and back wire each shall be embedded in the face shell mortar in alternate course joints at 16" on center vertically.
9. HORIZONTAL JOINT REINFORCEMENT SPLICES - All splices and at corners, the lap shall be a minimum of 6 inches and shall contain at least one cross wire at each piece of the spliced reinforcement.
10. BOND BEAMS - Consisting of 8 inches high lintel blocks (unless otherwise noted on the drawings) shall be provided at the tops of the CMU perimeter walls, interior load bearing structural floor and roof framing, and at mid-heights of 8-inch CMU walls, and level the height of the wall below the roof/ceiling bond beam. Provide 2 #5 bars in bond beam and the grout filled cells shall have a minimum of 2" fill continuous as shown. Such bond beams shall be continuous around the perimeter of the structure, except at control joints and expansion joints.
11. BOND BEAM REINFORCEMENT - Provide 1" clear spaces between top and adjacent bars. Provide 3/4" clear spaces around the vertical bars. Provide #3 ties at 8" on center for #5 bond beam bars. Provide #3 ties at 16" on center for #4 bond beam bars.
12. LINTELS - Provide additional vertical and horizontal reinforcement at bond openings in walls, and at load concentrations as shown on drawings.
13. WALL OPENINGS AND WALL ENDS - The first two cells shall be reinforced with 1-#5 vertical in each grout filled cell. Such reinforcement shall extend from the foundation to the top of the wall.

RICARDO ANTONIO DAVID
85757
LICENSED PROFESSIONAL ENGINEER
01-31-2024
PE SQUARE ENGINEERING CONSULTANTS, LLC
TBPE FIRM REGISTRATION NUMBER 19144
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P: 281-906-1414 • F: 281-906-1444

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
14676 BOONDOCKS ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING • CONSULTANTS LLC

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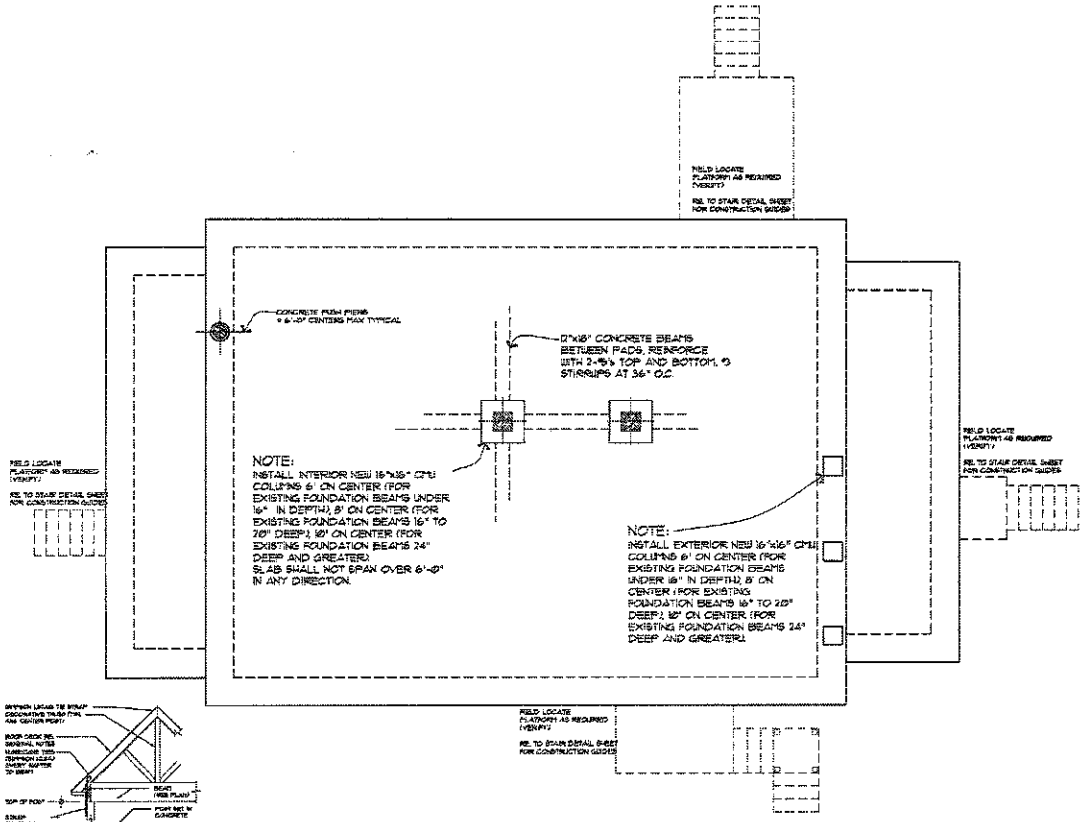
FOUNDATION DETAILS

PROJECT DESIGN CRITERIA

- BUILDING CODE: IRC 2018
- BASIC WIND SPEED: 130 MPH
- 1 MIN. ASTM D
- RISK CATEGORY: II
- EXPOSURE FACTOR: B

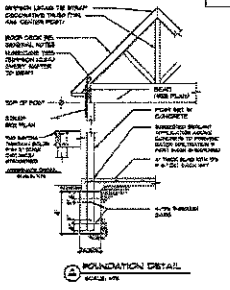


1 FOUNDATION PLAN
SCALE: 1/4"=1'-0"

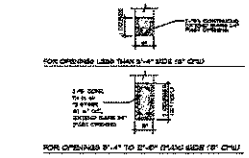
NOTE:
REFER TO FOUNDATION DETAIL SHEET FOR SUGGESTED FOUNDATION DETAILS TO BE USED FOR THE SECOND FOUNDATION LIFT STAGE. CONTRACTOR TO MONITOR AND KEEP WRITTEN RECORDS OF ALL PRESSURES APPLIED ON PUSH PIERS AND FINAL PUSH PIER DEPTH RELATIVE TO FINISH GRADE

NOTE:
CONTRACTOR SHALL SUBMIT FOR APPROVAL ALL TEXAS DEPARTMENT OF INSURANCE EVALUATION REPORTS FOR ALL COMPONENTS AND CLADDING PRIOR TO INSTALLATION IF APPLICABLE. COMPONENTS AND CLADDING INCLUDE BUT ARE NOT LIMITED TO WINDOWS, MAN DOORS, GARAGE DOORS, SIDING, ROOFING MATERIAL AND SKYLIGHTS. ENGINEER IS NOT RESPONSIBLE FOR IMPROPER INSTALLATION OR FOR INSTALLATION OF ANY UN-APPROVED PRODUCTS.

NOTE:
PILING AND PLACEMENT DIAGRAM IS AN ESTIMATE ONLY. ACTUAL PLACEMENT WILL BE REVISED AFTER EXISTING HOME IS LIFTED AND BEAM LOCATIONS ARE CONFIRMED BY JOBSITE INSPECTION.



A FOUNDATION DETAIL



NOTES:
1. PROVIDE CMU LINTELS FOR ALL OPENINGS IN INTERIOR CMU PARTITIONS AND EXTERIOR WALLS FOR WHICH STEEL LINTELS ARE NOT DETAILED. SEE ARCHITECTS DRAWINGS FOR SIZE AND LOCATION OF OPENINGS. PROVIDE 8" MINIMUM BEARING AT EACH END FOR SPANS UP TO 8'-0". FOR SPANS MORE THAN 8'-0", PROVIDE 12" OF BEARING PER FOOT OF OPENING. (EACH END)
2. SEE OTHER DETAILS ON DRAWINGS OR NOTIFY ENGINEER FOR CONDITIONS NOT COVERED BY THIS DETAIL.
3. ENSURE ALL LINTELS UNTIL GROUT HAS REACHED AT LEAST 75% OF ITS DESIGN STRENGTH (MIN. 7 DAYS)

S CMU LINTEL

PERIMETER SEGMENTED PERMALOCK PILING

INTERIOR SEGMENTED PERMALOCK PILING

C PLAN LEGEND

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83757
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TBPE FIRM REGISTRATION NUMBER #18124
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ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
14876 BOONDOCKS ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING = CONSULTANTS LLC

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FOUNDATION PLAN

S1 OF 3

BUILT X PESQUARE.COM

2021 INTERNATIONAL RESIDENTIAL CODE
DECKS & STAIRWAYS

TABLE R301.5
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS

USE	LIVE LOAD
STAIRS	40 psf (1.92
GUARDRAILS AND HANDRAILS	200 lbs (89
BALCONIES AND DECKS	40 psf

a. INDIVIDUAL STAIR TREADS SHALL BE DESIGNED FOR THE UNIFORMLY DISTRIBUTED LIVE LOAD OR A 300 POUND CONCENTRATED LOAD ACTING OVER AN AREA OF 4 SQUARE INCHES.
b. A SINGLE CONCENTRATED LOAD APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP

LANDING Section R311.7.6 IRC 2021

R311.7.6 Floors and landings at exterior doors. There shall be a landing or floor on each side of each exterior door. The width of each landing shall not be less than the door served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel. Exterior landings shall be permitted to have a slope not to exceed ¼ unit vertical in 12 units horizontal (2-percent). Exception: Except for balconies less than 60 square feet (5.6 m2) and only accessible from a door, the perimeter to have a landing less than 36 inches (914 mm) measured in the direction of travel.
R311.7.6 A flight of stairs shall not have vertical rise greater than 12'-7" (3810 inches) between floor levels or landings

WIDTH, Section R311.7.1 IRC 2021

R311.7.1 Width. Stairways shall not be less than 36 inches (914 mm) in clear width at all points above the permitted handrail height and below the required headroom height. The clear width of the stairway at and below the handrail height, including treads and landings, shall not be less than 31 ½ inches (787 mm) where a handrail is installed on one side and 27 inches (686 mm) where handrails are provided on both sides. Exceptions: The width of spiral stairways shall be in accordance with Section R311.7.10.1.

HEADROOM, Section R311.7.2 IRC 2021

R311.7.2 Headroom. The minimum headroom in all parts of the stairway shall not be less than 6 feet 8 inches (2032 mm) measured vertically from the sloped line adjoining the tread nosing, or from the floor surface of the landing or platform on that portion of the stairway. Exceptions: Where the headroom at treads at the edge of a flight extend under the edge of a floor opening through which the stair passes, the floor opening shall be allowed to project horizontally into the required headroom a maximum of 4 3/4 inches (121 mm). The headroom for spiral stairs shall be in accordance with Section R311.7.10.1.

RISERS, HEIGHT, Section R311.7.5 IRC 2021

R311.7.5.1 Risers. The riser face height shall be not more than 7 3/4 inches (196 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.52 rad) from the vertical. Open risers are permitted provided that the opening between adjacent treads does not permit the passage of a 4-inch-diameter (102 mm) sphere. Exceptions: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.

TREAD DEPTH, Section R311.7.5.2 IRC 2021

R311.7.5.2 Treads. The treads tread depth shall be at inches (254 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

HANDRAILS, Section R311.7.8 IRC 2021

R311.7.8 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers.

HEIGHT, Section R311.7.8.1 IRC 2021

R311.7.8.1 Height. Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

Handrail projection, Section R311.7.8.2 IRC 2021
R311.7.8.2 Handrails shall not project more than 4 1/2 inches (114 mm) on either side of the stairway

Handrail clearance, Section R311.7.8.3 IRC 2021
R311.7.8.3 Handrails adjacent to a wall shall have a space of not less than 1 1/2 inch (38 mm) between the wall and the handrails.

Continuity, Section R311.7.8.4
R311.7.8.4 Continuity. Handrails shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in newel posts or safety terminals. Exceptions: 1. Handrails shall be permitted to be interrupted by a newel post at the turn. 2. The use of a volute, turnout, starting easing or starting newel shall be allowed over the lowest tread.

GRIP—SIZE, Section R311.7.8.5 IRC 2021

R311.7.8.5 Grip size. All required handrails shall be of one of the following types or provide equivalent graspability. 1. Type I handrails with a circular cross section shall have an outside diameter of at least 1 1/4 inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is non-circular, it shall have a perimeter dimension of at least 4 inches (102 mm) and not greater than 6 1/4 inches (160 mm) with a maximum cross section of dimension of 2 1/4 inches (57 mm). Edges shall have a minimum radius of 0.01 inch (0.25 mm).
2. Type II handrails with a perimeter greater than 6 1/4 inches (160 mm) shall have a graspable finger recess area on both sides of the profile. The finger recess shall begin within a distance of 7/8 inch measured vertically from the tallest portion of the profile and shall achieve a depth of at least 5/16 inch (8 mm) within 1 inch (33 mm) below the widest portion of the profile. This required depth shall continue for at least 3/8 inch (10 mm) to a level that is not less than 1 3/4 inches (45 mm) below the widest portion of the profile. The minimum width of the handrail above the recess shall be in inches (32 mm) to a minimum of 1 1/4 inches (45 mm) and shall have a cross section of dimension not less than 2 1/4 inches (57 mm).

SPIRAL STAIRWAYS, Section R311.7.10 IRC 2021

R311.7.10 Spiral stairways. Spiral stairways and bulkhead enclosure stairways shall comply with requirements of Section R311 except as specified below. R311.7.10.1 Spiral stairways. Spiral stairways are permitted, provided the minimum clear width at and below the handrail shall be 26 inches (660 mm) and each tread having a 7 1/2 inch (190 mm) minimum tread depth at 12 inches (304 mm) from the narrower edge. All treads shall be identical, and the rise shall be no more than 9 1/2 inches (241 mm). A headroom of 6 feet 6 inches (1981 mm) shall be provided. R311.7.10.2 Bulkhead enclosure stairways. Bulkhead enclosure self-closing overhead enclosures, with pan of the required building egress, providing access from the outside grade level to the basement, shall be exempt from the requirements of sections R312 and R311 where the headroom height from the bulkhead finished floor level to grade adjacent to the stairway does not exceed 8 feet 77 (2438 mm) and the grade level opening to the stairway is covered by a bulkhead enclosure with hinged doors or other approved means.

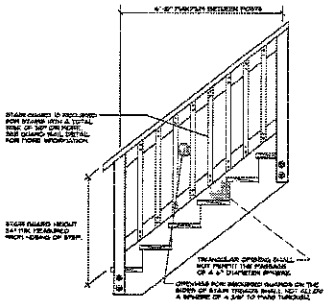
GUARDS, Section R312.1 IRC 2021

R312.1 Guards. Guards shall be provided in accordance with Sections R312.1 through R312.3 where required. Guards shall be located along open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

R312.2 Height. Required guards at open-sided walking surfaces, including stairs, porches, balconies or landings, shall be not less than 36 inches (914 mm) high measured vertically above the adjacent walking surface, adjacent tread nosing or the line connecting the leading edges of the treads.
Exceptions:
1. Guards on the open sides of stairs shall have a height not less than 34 inches (864 mm) measured vertically from a line connecting the leading edges of the treads.
2. Where the top of the guard also serves as a handrail on the open sides of stairs, the top of the guard shall not be less than 34 inches (864 mm) and not more than 38 inches (965 mm) measured vertically from a line connecting the leading edge of the treads.

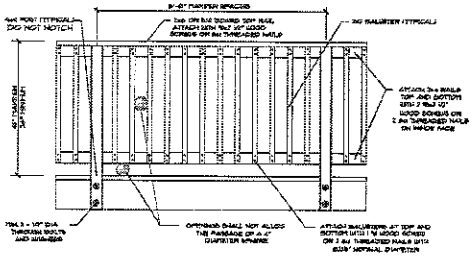
GUARD OPENING LIMITATIONS, Section R312.3 IRC 2021

R312.3 Opening limitations. Required guards shall not have openings from the walking surface to the required guard height which allow passage of a sphere 4 inches (102 mm) in diameter.
Exceptions:
1. The triangular openings at the open side of stair, formed by the riser, tread and bottom rail of a guard, shall not allow passage of a sphere 6 inches (153 mm) in diameter.
2. Guards on the open side of stairs shall not have openings which allow passage of a sphere 4 3/8 inches (111 mm) in Diameter.

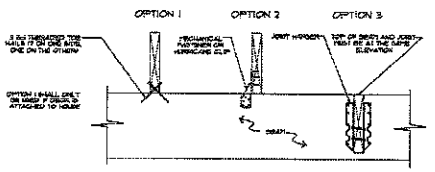


1.1 STAIR GUARD REQUIREMENTS

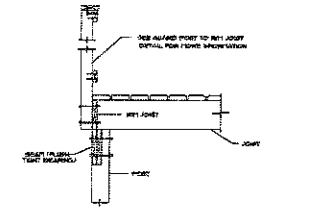
GUARD POST NOTE:
GUARD POSTS MAY BE INSTALLED TO THE INSIDE OF RIM JOISTS AND STRINGERS AT BUILDER'S DISCRETION (ATTACHMENT SIMILAR)



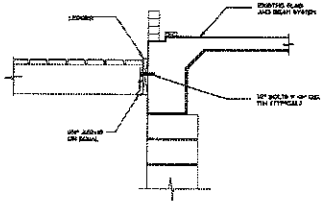
TYPICAL GUARD RAIL



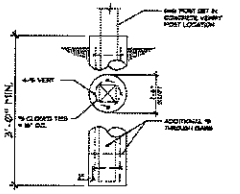
3.1 JOIST TO BEAM ATTACHMENT



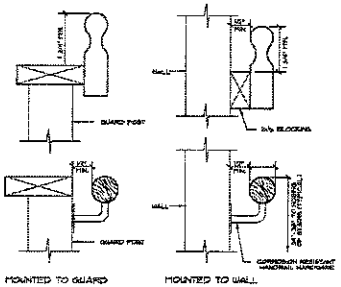
DECK ATTACHED GUARD DETAIL AND BEARING OVER BEAM



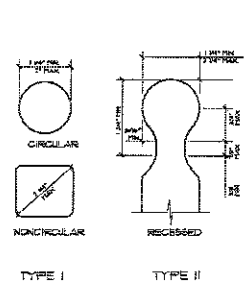
3.1 DECK ATTACHED AT HOUSE SLAB & BEAM SYSTEM



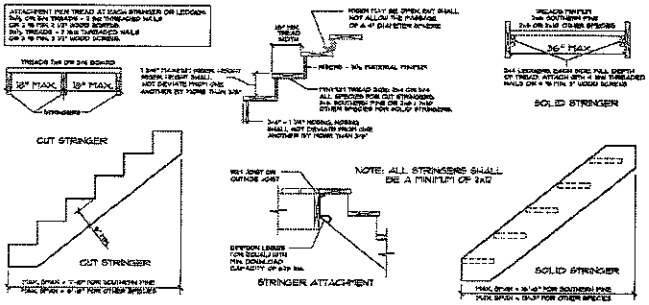
FOOTING REQUIREMENTS FOR DECKS & STAIRS SUPPORTS



7.1 HANDRAIL MOUNTING



HANDRAIL GRIP SIZE



9.1 STAIR STRINGER, TREADS, RISERS AND TREAD CONNECTION REQUIREMENTS

RICARDO ANTONIO DAVILA
85757
LICENSED
PROFESSIONAL ENGINEER
07-03-2024
PE SQUARE ENGINEERING CONSULTANTS LLC
TEXAS FIRM REGISTRATION #19338
2911 SOUTH SHOCKOE STREET, SUITE 250
BROKEN ARROW, OKLAHOMA 74014
P: 539 444 7611 • F: 539 444 7884

ISSUED FOR CONSTRUCTION

BYRDSON SERVICES
DBA EXCELLO HOMES
A PROJECT @
14816 BOONDOCKS ROAD
BEAUMONT, TX 77705

PE SQUARE
ENGINEERING ■ CONSULTANTS LLC

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STAIR DETAILS

63 OF 3

TCP Services Agreement

THIS TCP SERVICES AGREEMENT (the "Agreement") is entered into as of February 4, 2025 ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and Jefferson County, with its principal office located at 1149 Pearl St., Beaumont, TX 77701 ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. **Definitions**.

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 "Initial Term" has the meaning set forth in Section 10.

1.9 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.12 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 "Privacy Policy" means TCP's Global Data Privacy Policy located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.14 "Service Level Agreement" means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.15 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.17 "TCP Services" means the TCP software application(s) hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 "TCP Technology" means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 "Term" has the meaning set forth in Section 10.

1.20 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at http://www.tcpsoftware.com/legal.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.

Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (*e.g.*, human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances

and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this

Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.

Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Reserved.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and ends on August 31, 2025, unless terminated earlier in accordance with Section 11. The parties can amend this contract, if the grant funds applicable to this contract is renewed for a second term.

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

11.1 Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice

of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

11.2 Termination for lack of grant funds: Notwithstanding any other provision of this Agreement, if grant funds for the continued fulfillment of this Agreement are at any time not forthcoming, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of additional grant funding. The Client will provide at least thirty (30) days advance written notice of such termination.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric

Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE,

AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 Reserved.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE

OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any

provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]

Accepted by:

Client		**TimeClock Plus, LLC**	
By:		By:	
Name:	Jeff Branick	Name:	Whitney Leifeste
Title:	County Judge	Title:	Director of Legal Services

ATTEST

DATE 3/4/2025

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q040604

CONTRACT START DATE : 03/01/2025

CLIENT INFORMATION

Shipping Method:

Purchased for: Jefferson County Clerks Office
Bill To: Jefferson County Clerks Office

Billing Address: 1149 Pearl St
Beaumont, Texas 77701-3638
United States

Billing Contact Name: Roxanne Acosta-Hellberg

Billing Contact Email: roxanne.acosta-hellberg@jeffcotx.us

Billing Contact Phone: 915 526 7032

Contract Contact Name: Roxanne Acosta-Hellberg

Contract Contact Email: roxanne.acosta-hellberg@jeffcotx.us

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
7 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE ANNUAL CHARGE	$61.20	40	RECURRING	$1,435.27
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	$61.20		USAGE	$0.00
IMPLEMENTATION SERVICES PREPAID HOURS	$210.00	15	ONE-TIME	$3,150.00

SUBTOTAL	**$4,585.27**
TAXES	**$0.00**
GRAND TOTAL	**$4,585.27**
CURRENCY	USD

QUOTE EXPIRATION DATE : 02/07/2025

SPECIAL TERMS: OMNIA/NCPA CONTRACT 14-10
INCLUDES PILOT GROUP FOR SET UP OF ELECTION WORKERS AND MAINTENANCE
CONTRACT LENGTH: 66 MONTHS
PRORATED AMOUNT FOR THE 1ST - 7 MONTHS WITH IMPLEMENTATION 3/1/2025-8/31/2025
60 MONTH CONTRACT RENEWAL ANNUAL COST: 9/1/2025-8/31/2030:

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: https://www.tcpsoftware.com/legal

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client		**TimeClock Plus, LLC**	
By:		**By:**	Whitney Leifeste
Name:	Jeff Branick	**Name:**	Whitney Leifeste
Title:	County Judge	**Title:**	Director of Legal Services

*** Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

ATTEST

DATE 2/4/25

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q040605

CONTRACT START DATE : 04/01/2025

CLIENT INFORMATION

Shipping Method:

Purchased for: Jefferson County Clerks Office
Bill To: Jefferson County Clerks Office

Billing Address: 1149 Pearl St
Beaumont, Texas 77701-3638
United States

Billing Contact Name: Roxanne Acosta-Hellberg

Billing Contact Email: roxanne.acosta-hellberg@jeffcotx.us

Billing Contact Phone: 915 526 7032

Contract Contact Name: Roxanne Acosta-Hellberg

Contract Contact Email: roxanne.acosta-hellberg@jeffcotx.us

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
2 MONTHS	1 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE MONTHLY CHARGE	$5.10	210	RECURRING	$2,142.00
OVERAGE ENTERPRISE LICENSE MONTHLY CHARGE	$5.10		USAGE	$0.00

SUBTOTAL	**$2,142.00**
TAXES	**$0.00**
GRAND TOTAL	**$2,142.00**
CURRENCY	USD

QUOTE EXPIRATION DATE : 02/07/2025

SPECIAL TERMS: OMNIA/NCPA CONTRACT 14-10
PARTIAL ELECTION WORKERS: 4/1/2025 - 5/31/2025

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: https://www.tcpsoftware.com/legal

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This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client		TimeClock Plus, LLC	
By:		By:	Whitney Leifeste
Name:	Jeff Branick	Name:	Whitney Leifeste
Title:	County Judge	Title:	Director of Legal Services

*** Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

ATTEST

DATE 2/4/25

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

NAME	AMOUNT	CHECK NO.[285]	TOTAL
JURY FUND			
DAWN DONUTS	43.50	525480	
CHAPMAN VENDING	551.80	525514	
			595.30**
ROAD & BRIDGE PCT.#1			
COBURN SUPPLY COMPANY INC	152.63	525370	
CASH ADVANCE ACCOUNT	924.72	525385	
M&D SUPPLY	73.13	525387	
ACE IMAGEWEAR	75.22	525396	
SMART'S TRUCK & TRAILER, INC.	12.84	525398	
SOUTHERN TIRE MART, LLC	2,591.41	525418	
ADVANCE AUTO PARTS	100.23	525473	
FUNCTION 4 LLC	31.00	525489	
ODP BUSINESS SOLUTIONS, LLC	53.00	525518	
AAA TRANSMISSION SERVICE INC	175.00	525549	
			4,189.18**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	83.06	525369	
ENTERGY	240.13	525380	
FUNCTION 4 LLC	31.00	525489	
			354.19**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	335.00	525367	
ENTERGY	566.06	525380	
ACE IMAGEWEAR	52.38	525396	
SMART'S TRUCK & TRAILER, INC.	888.80	525398	
W. JEFFERSON COUNTY M.W.D.	29.93	525413	
TEXAS GAS SERVICE	584.96	525445	
TRANSIT & LEVEL CLINIC LLC	1,430.13	525481	
FUNCTION 4 LLC	62.00	525489	
MUNRO'S UNIFORM SERVICES, LLC	23.95	525519	
			3,973.21**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	25.18	525368	
ENTERGY	1,388.78	525380	
M&D SUPPLY	172.20	525387	
SEABREEZE CULVERT, INC.	1,322.40	525394	
W. JEFFERSON COUNTY M.W.D.	175.61	525413	
TRAILER HITCH DEPOT	1,115.00	525425	
ON TIME TIRE	610.85	525467	
FUNCTION 4 LLC	52.00	525489	
O'REILLY AUTO PARTS	47.47	525494	
ODP BUSINESS SOLUTIONS, LLC	81.49	525518	
MUNRO'S UNIFORM SERVICES, LLC	603.22	525519	
			5,594.20**
ENGINEERING FUND			
VERIZON WIRELESS	112.51	525427	
FUNCTION 4 LLC	62.00	525489	
			174.51**
PARKS & RECREATION			
ENTERGY	326.05	525380	
W. JEFFERSON COUNTY M.W.D.	59.86	525413	
LOWE'S HOME CENTERS, INC.	340.70	525443	
			726.61**
GENERAL FUND			
JEFFERSON CTY. CLERK	2,450.07	525360	
			2,450.07*
TAX OFFICE			
ACE IMAGEWEAR	43.75	525396	
SOUTHEAST TEXAS WATER	413.70	525400	
AT&T	99.73	525403	
UNITED STATES POSTAL SERVICE	723.95	525432	

NAME	AMOUNT	CHECK NO.286	TOTAL
UNITED STATES POSTAL SERVICE	15.18	525433	
FUNCTION 4 LLC	155.00	525489	
ODP BUSINESS SOLUTIONS, LLC	433.49	525518	
AMAZON CAPITAL SERVICES	299.98	525525	
			2,184.78*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	680.00	525388	
UNITED STATES POSTAL SERVICE	10.33	525432	
BAPTIST PHYSICIAN NETWORK	152.00	525440	
FUNCTION 4 LLC	31.00	525489	
ODP BUSINESS SOLUTIONS, LLC	152.65	525518	
			1,025.98*
AUDITOR'S OFFICE			
TEXAS ASSOCIATION OF COUNTIES	450.00	525407	
UNITED STATES POSTAL SERVICE	6.49	525432	
FUNCTION 4 LLC	31.00	525489	
ODP BUSINESS SOLUTIONS, LLC	391.57	525518	
			879.06*
COUNTY CLERK			
FED EX	32.27	525375	
CDW COMPUTER CENTERS, INC.	399.89	525423	
UNITED STATES POSTAL SERVICE	247.43	525432	
UNITED STATES POSTAL SERVICE	37.30	525433	
SIERRA SPRING WATER CO. - BT	102.97	525434	
FUNCTION 4 LLC	93.00	525489	
FUNCTION4	695.72	525515	
			1,608.58*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	86.88	525374	
SECRETARY OF STATE - NOTARY PUBLIC	20.00	525395	
SMITH COUNTY	630.00	525419	
UNITED STATES POSTAL SERVICE	1.94	525432	
JEFF R BRANICK	522.19	525456	
FUNCTION 4 LLC	31.00	525489	
			1,292.01*
RISK MANAGEMENT			
CASH ADVANCE ACCOUNT	2,683.97	525385	
UNITED STATES POSTAL SERVICE	1.94	525432	
FUNCTION 4 LLC	31.00	525489	
			2,716.91*
COUNTY TREASURER			
TEXAS ASSOCIATION OF COUNTIES	640.00	525406	
UNITED STATES POSTAL SERVICE	311.92	525432	
FUNCTION 4 LLC	62.00	525489	
			1,013.92*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	525489	
			350.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	16.28	525432	
FUNCTION 4 LLC	31.00	525489	
			47.28*
GENERAL SERVICES			
JEFFERSON CTY. CLERK	20.00	525359	
ELECTRICAL SPECIALTIES, INC.	25.00	525361	
CASH ADVANCE ACCOUNT	30.00	525385	
INTERFACE EAP, INC	1,351.35	525417	
DEBORAH CLARK	210.92	525424	
VERIZON WIRELESS	303.92	525426	
ARMOR SHRED	6,399.73	525460	
LJA ENGINEERING INC	1,124.00	525468	
UNIFIED POWER	6,761.16	525507	
G&G PEST CONTROL	2,817.75	525527	
			19,043.83*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.[287]	TOTAL
FED EX	702.02	525376	
CDW COMPUTER CENTERS, INC.	836.00	525423	
FUNCTION 4 LLC	31.00	525489	
ODP BUSINESS SOLUTIONS, LLC	123.22	525518	
			1,692.24*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	172.10	525432	
FUNCTION 4 LLC	31.00	525489	
			203.10*
ELECTIONS DEPARTMENT			
TEXAS ASSOCIATION OF COUNTIES	230.00	525405	
UNITED STATES POSTAL SERVICE	11.04	525432	
SIERRA SPRING WATER CO. - BT	11.98	525434	
FUNCTION 4 LLC	31.00	525489	
			284.02*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	18,760.00	525383	
TEXAS DISTRICT & COUNTY ATTY ASSN.	500.00	525409	
TRIANGLE BLUE PRINT CO., INC.	310.00	525410	
UNITED STATES POSTAL SERVICE	89.06	525432	
MCM ELEGANTE HOTEL	123.05	525453	
FUNCTION 4 LLC	155.00	525489	
CAMEO TRAVEL SERVICE	1,042.46	525520	
AMAZON CAPITAL SERVICES	1,375.43	525525	
KYLE GASPER	1,646.75	525544	
			24,001.75*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	386.35	525432	
LOWE'S HOME CENTERS, INC.	148.16	525443	
FUNCTION 4 LLC	31.00	525489	
			565.51*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	20.53	525432	
FUNCTION 4 LLC	62.00	525489	
			82.53*
58TH DISTRICT COURT			
TEXAS CENTER FOR JUDICIARY	65.00	525408	
FUNCTION 4 LLC	31.00	525489	
			96.00*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	8.98	525436	
FUNCTION 4 LLC	31.00	525489	
			39.98*
136TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	525489	
			31.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC	31.00	525489	
			31.00*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	69.14	525432	
ADA V. CHRISTY, CSR	319.00	525444	
FUNCTION 4 LLC	62.00	525489	
			450.14*
279TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	15.94	525401	
FUNCTION 4 LLC	31.00	525489	
			46.94*
317TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	525489	
			31.00*
JUSTICE COURT-PCT 1 PL 1			

NAME	AMOUNT	CHECK NO.[288]	TOTAL
TEXAS STATE UNIVERSITY SAN MARS	195.00	525402	
UNITED STATES POSTAL SERVICE	205.84	525432	
FUNCTION 4 LLC	31.00	525489	
			431.84*
JUSTICE COURT-PCT 1 PL 2			
TEXAS STATE UNIVERSITY SAN MARS	320.00	525402	
UNITED STATES POSTAL SERVICE	85.67	525432	
FUNCTION 4 LLC	31.00	525489	
			436.67*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	137.38	525474	
			137.38*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	525489	
			31.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	75.77	525432	
SIERRA SPRING WATER CO. - BT	33.47	525437	
FUNCTION 4 LLC	31.00	525489	
			140.24*
JUSTICE COURT-PCT 7			
ODP BUSINESS SOLUTIONS, LLC	199.11	525518	
AMAZON CAPITAL SERVICES	139.99	525525	
			339.10*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	147.66	525433	
THOMSON REUTERS-WEST	137.38	525474	
FUNCTION 4 LLC	31.00	525489	
AMAZON CAPITAL SERVICES	458.90	525525	
			774.94*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.07	525432	
SIERRA SPRING WATER CO. - BT	102.43	525435	
FUNCTION 4 LLC	31.00	525489	
			135.50*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	250.00	525364	
UNITED STATES POSTAL SERVICE	23.46	525432	
SIERRA SPRING WATER CO. - BT	101.97	525438	
JENNIFER DELAGE	350.00	525484	
FUNCTION 4 LLC	31.00	525489	
ODP BUSINESS SOLUTIONS, LLC	13.43	525518	
THE LAW OFFICE OF CHRISTY L CAUTHEN	400.00	525537	
			1,169.86*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	350.00	525364	
UNITED STATES POSTAL SERVICE	11.73	525432	
FUNCTION 4 LLC	31.00	525489	
			392.73*
COURT MASTER			
FUNCTION 4 LLC	31.00	525489	
			31.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	10.35	525432	
FUNCTION 4 LLC	31.00	525489	
			41.35*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	525489	
			124.00*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.[289]	TOTAL
DELL MARKETING L.P.	1,155.06	525372	
SHERWIN-WILLIAMS	116.16	525397	
AT&T	103.48	525403	
UNITED STATES POSTAL SERVICE	2,041.00	525432	
UNITED STATES POSTAL SERVICE	570.62	525433	
RITA HURT	2,750.00	525466	
FUNCTION 4 LLC	310.00	525489	
VECTOR SECURITY	152.31	525490	
			7,198.63*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	156.32	525366	
HENRY SCHEIN, INC.	60.85	525393	
VERIZON WIRELESS	37.99	525428	
THREADS	94.00	525430	
AMERICAN ACADEMY OF FORENSIC	875.00	525455	
FUNCTION 4 LLC	31.00	525489	
AIRGAS USA, LLC	4,673.62	525495	
ATLAS INDUSTRIAL SUPPLY INC	417.80	525500	
BAK GLOBAL LLC	100.00	525528	
			6,446.58*
JAIL - NO. 2			
JOHNSTONE SUPPLY	23.24	525365	
ECOLAB	724.38	525373	
W.W. GRAINGER, INC.	498.72	525378	
ENTERGY	36,878.18	525380	
WHOLESALE ELECTRIC SUPPLY CO.	119.47	525414	
LOWE'S HOME CENTERS, INC.	151.83	525443	
NORTH SHORE SUPPLY COMPANY	415.00	525448	
BUMPER TO BUMPER	155.83	525450	
WORLD FUEL SERVICES	1,148.92	525464	
INDUSTRIAL & COMMERCIAL MECHANICAL	635.00	525469	
AC-U-KWIK	170.00	525478	
GALLS LLC	1,168.34	525479	
FUNCTION 4 LLC	217.00	525489	
MOORE-ALL TEX SUPPLY	247.04	525493	
COTTON CARGO	14.00	525502	
TRINITY SERVICES GROUP INC	47,816.37	525503	
JCN OIL SERVICE	125.00	525508	
PENDO PRODUCTS LLC	3,145.80	525540	
			93,654.12*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	608.90	525385	
UNITED STATES POSTAL SERVICE	9.97	525432	
FUNCTION 4 LLC	93.00	525489	
BRENDA WOOD	98.00	525511	
LAQUITA TORRES	98.00	525532	
			907.87*
JUVENILE DETENTION HOME			
ENTERGY	3,585.82	525380	
BEN E KEITH COMPANY	8,029.36	525449	
VANSCHECA SANDERS-CHEVIS	800.00	525457	
FUNCTION 4 LLC	31.00	525489	
BIG THICKET PLUMBING INC	386.00	525492	
VEQUAL ROBERTS	900.00	525512	
FLOWERS BAKING COMPANY OF HOUSTON	103.64	525521	
BAK GLOBAL LLC	200.00	525528	
			14,035.82*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	44.75	525432	
FUNCTION 4 LLC	31.00	525489	
			75.75*
CONSTABLE-PCT 2			
KIRKSEY'S SPRINT PRINTING	49.90	525386	
POSTMASTER	348.00	525390	
			397.90*
CONSTABLE-PCT 4			

NAME	AMOUNT	CHECK NO.290	TOTAL
TEXAS STATE UNIVERSITY SAN MARS	330.00	525402	
FUNCTION 4 LLC	31.00	525489	
			361.00*
CONSTABLE-PCT 6			
COCOMO JOE'S	236.00	525371	
GT DISTRIBUTORS, INC.	1,866.63	525377	
KIRKSEY'S SPRINT PRINTING	357.36	525386	
UNITED STATES POSTAL SERVICE	12.59	525432	
FUNCTION 4 LLC	31.00	525489	
BEARCOM / KAY ELECTRONICS	153.32	525501	
			2,656.90*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	525489	
			31.00*
AGRICULTURE EXTENSION SVC			
TEXAS AGRILIFE EXTENSION SERVICE	140.00	525459	
FUNCTION 4 LLC	31.00	525489	
AMAZON CAPITAL SERVICES	30.99	525525	
			201.99*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	525381	
UNITED STATES POSTAL SERVICE	50.67	525432	
SIERRA SPRING WATER CO. - BT	159.86	525439	
FUNCTION 4 LLC	62.00	525489	
KAYLEE BENNETT	724.00	525506	
EZEA D EDE MD	3,140.91	525510	
ODP BUSINESS SOLUTIONS, LLC	103.33	525518	
			4,310.77*
HEALTH AND WELFARE NO. 2			
UNITED STATES POSTAL SERVICE	219.39	525433	
FUNCTION 4 LLC	62.00	525489	
KAYLEE BENNETT	724.00	525506	
EZEA D EDE MD	3,140.91	525510	
ODP BUSINESS SOLUTIONS, LLC	235.20	525518	
			4,381.50*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	525489	
BAK GLOBAL LLC	100.00	525528	
			131.00*
ENVIRONMENTAL CONTROL			
AT&T	50.14	525403	
FUNCTION 4 LLC	31.00	525489	
			81.14*
INDIGENT MEDICAL SERVICES			
DUVALL'S RV LLC	1,307.18	525491	
CORLISS R RANDLE	600.00	525497	
ODP BUSINESS SOLUTIONS, LLC	1,279.57	525518	
OUTCOMES OPERATING INC	149.22	525539	
			3,335.97*
EMERGENCY MANAGEMENT			
JEFFRY PHILLIPS	28.44	525535	
			28.44*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	179.85	525368	
COBURN SUPPLY COMPANY INC	443.09	525370	
W.W. GRAINGER, INC.	179.46	525378	
ENTERGY	1,282.33	525380	
M&D SUPPLY	114.50	525387	
ACE IMAGEWEAR	513.25	525396	
S.E. TEXAS BUILDING SERVICE	24,342.17	525399	
WORTH HYDROCHEM OF THE GULF COAST	290.00	525415	
CENTERPOINT ENERGY RESOURCES CORP	10,282.07	525451	
FIRETROL PROTECTION SYSTEMS, INC.	4,020.00	525462	

NAME	AMOUNT	CHECK NO.[291]	TOTAL
SHERWIN-WILLIAMS	174.94	525463	
FUNCTION 4 LLC	31.00	525489	
AT&T CORP	1,241.45	525513	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	170.58	525522	
VISUAL EDGE IT INC	1,559.94	525524	
AMAZON CAPITAL SERVICES	793.80	525525	
SOUTHWESTERN PAINT&WALLPAPER CO INC	298.33	525526	
TRIANGLE ART AND FRAME UNLIMITED	468.00	525543	
			46,384.76*
MAINTENANCE-PORT ARTHUR			
S.E. TEXAS BUILDING SERVICE	5,000.00	525399	
SOLAR	30.29	525441	
PRO CHEM INC	253.00	525470	
FUNCTION 4 LLC	93.00	525489	
PARKER'S BUILDING SUPPLY	95.72	525523	
MASSEY SERVICES INC	110.00	525541	
			5,582.01*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	122.56	525369	
ENTERGY	478.44	525380	
W. JEFFERSON COUNTY M.W.D.	49.67	525413	
FUNCTION 4 LLC	31.00	525489	
			681.67*
SERVICE CENTER			
ACTION AUTO GLASS	90.00	525362	
SPIDLE & SPIDLE	2,902.51	525363	
J.K. CHEVROLET CO.	1,377.91	525382	
M&D SUPPLY	136.36	525387	
PHILPOTT MOTORS, INC.	152.07	525389	
VIN'S PAINT & BODY, INC.	525.80	525420	
BUMPER TO BUMPER	4,025.41	525450	
AMERICAN TIRE DISTRIBUTORS	222.58	525461	
MIGHTY OF SOUTHEAST TEXAS	1,125.41	525465	
SILSBEE FORD INC	295.84	525475	
DENNIS LOWE	93.90	525482	
BOSCO INDUSTRIES	950.00	525483	
FUNCTION 4 LLC	31.00	525489	
MUNRO'S UNIFORM SERVICES, LLC	289.92	525519	
TWIN CITY NISSAN	13.63	525530	
TOWN AND COUNTRY FORD	2,179.70	525536	
TILLS TOOLS	229.00	525545	
			14,641.04*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	31.24	525432	
UNITED STATES POSTAL SERVICE	66.52	525433	
FUNCTION 4 LLC	62.00	525489	
			159.76*
			270,038.86**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	39.10	525369	
JACK BROOKS REGIONAL AIRPORT	257.00	525384	
SANITARY SUPPLY, INC.	140.16	525392	
ACE IMAGEWEAR	146.25	525396	
AT&T	47.36	525403	
VINS PAINT & BODY, INC.	6,779.36	525412	
FASTENAL	374.04	525422	
FUNCTION 4 LLC	31.00	525489	
			7,814.27**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	525489	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,309.00	525509	
			1,309.00**
SECURITY FEE FUND			

NAME	AMOUNT	CHECK NO.[292]	TOTAL
ALLIED UNIVERSAL SECURITY SERVICES	10,944.41	525505	
LAW LIBRARY FUND			10,944.41**
FUNCTION 4 LLC	31.00	525489	
CWPP /GAF ERIC PREV			31.00**
LANGFORD COMMUNITY MGMT SERVICES IN	15,223.91	525538	
ENVIRONMENTAL GRANTS/H20			15,223.91**
US POSTAL SERVICE	438.00	525442	
ODP BUSINESS SOLUTIONS, LLC	3,163.39	525518	
CYBERSECURITY/LOAN LIB GT			3,601.39**
CDW COMPUTER CENTERS, INC.	52,298.14	525423	
EMPG GRANT			52,298.14**
FUNCTION 4 LLC	31.00	525489	
JUVENILE PROB & DET. FUND			31.00**
VERIZON WIRELESS	65.70	525429	
ATASCOSA COUNTY	3,250.00	525550	
COMMUNITY SUPERVISION FND			3,315.70**
CASH ADVANCE ACCOUNT	1,347.57	525385	
SAM HOUSTON STATE UNIVERSITY	610.00	525391	
UNITED STATES POSTAL SERVICE	50.58	525432	
UNITED STATES POSTAL SERVICE	48.99	525433	
FUNCTION 4 LLC	62.00	525489	
ODP BUSINESS SOLUTIONS, LLC	870.57	525518	
BAK GLOBAL LLC	200.00	525528	
COMMUNITY CORRECTIONS PRG			3,189.71**
FUNCTION 4 LLC	31.00	525489	
DRUG DIVERSION PROGRAM			31.00**
FUNCTION 4 LLC	31.00	525489	
LAW OFFICER TRAINING GRT			31.00**
ENTERGY	384.65	525380	
ODP BUSINESS SOLUTIONS, LLC	50.94	525518	
SCAAP GRANT			435.59**
MOTOROLA SOLUTIONS INC	3,692.00	525421	
DATAWORKS PLUS, LLC	3,703.75	525447	
HOTEL OCCUPANCY TAX FUND			7,395.75**
CITY OF BEAUMONT - WATER DEPT.	456.09	525368	
AT&T	112.74	525403	
FUNCTION 4 LLC	31.00	525489	
DISTRICT CLK RECORDS MGMT			599.83**
FUNCTION 4 LLC	62.00	525489	
CAPITAL PROJECTS FUND			62.00**
ENTERPRISE SYSTEMS CORPORATION	74,483.89	525477	
CETRZ/CTIF GRANT			74,483.89**
SETEX CONSTRUCTION CORP	84,981.74	525454	
AIRPORT FUND			84,981.74**

NAME	AMOUNT	CHECK NO.[293]	TOTAL
CITY OF NEDERLAND	352.47	525369	
W.W. GRAINGER, INC.	282.15	525378	
SANITARY SUPPLY, INC.	333.62	525392	
SUTHERLAND LUMBER CO.	59.98	525404	
ULINE SHIPPING SUPPLY SPECIALI	331.55	525411	
WORTH HYDROCHEM OF THE GULF COAST	180.00	525415	
UNITED STATES POSTAL SERVICE	3.00	525432	
LOWE'S HOME CENTERS, INC.	203.87	525443	
BUMPER TO BUMPER	115.52	525450	
MUNICIPAL EMERGENCY SERVICES	40,091.75	525452	
DISH NETWORK	124.39	525458	
CRAWFORD ELECTRIC SUPPLY COMPANY	241.92	525471	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	38.18	525476	
DESIGN CHUTE LLC	1,300.00	525485	
FUNCTION 4 LLC	62.00	525489	
TITAN AVIATION FUELS	69,039.29	525496	
THE HOME DEPOT PRO	317.76	525499	
MUNRO'S UNIFORM SERVICES, LLC	114.63	525519	
AMAZON CAPITAL SERVICES	68.15	525525	
UNIVERSAL CLIMATE CONTROL LLC	587.49	525531	
MASSEY SERVICES INC	284.14	525541	
HEAT SAFETY EQUIPMENT LLC	764.00	525546	
			114,895.86**
SE TX EMP. BENEFIT POOL			
NEUROMUSCULAR CORPORATE SOLUTIONS	11,325.00	525498	
UNITED HEALTHCARE SERVICES INC	159,162.49	525504	
LANTERN SPECIALTY CARE	980.75	525542	
LIVINITI LLC	242,867.88	525547	
RXCOMPASS LLC	18,032.00	525548	
			432,368.12**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	2,408.00	525469	
			2,408.00**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON CTY - WORKERS COMP	295.00	525534	
			295.00**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	48,668.47	525533	
			48,668.47**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	400.00	525529	
			400.00**
ARPA CORONAVIRUS RECOVERY			
INLAND ENVIRONMENTS INC.	74,884.00	525446	
			74,884.00**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.93	525380	
			10.93**
MARINE DIVISION			
CITY OF NEDERLAND	26.20	525369	
FEMA	1,100.00	525472	
VECTOR SECURITY	109.04	525490	
			1,235.24**
SHERIFF - COMMISSARY			
OCARC INC	1,200.00	525416	
SILSBEE FORD INC	111,756.40	525475	
			112,956.40**
			1,339,578.41***

CHRISTOPHER L. BATES
CONSTABLE PCT. 2
JEFFERSON COUNTY

525 LAKESHORE DRIVE
SUB- COURTHOUSE
PORT ARTHUR, TEXAS 77640
PHONE: 409-983-8335
FAX: 409-983-8320

February 5, 2025

Jeff Branick, County Judge
1149 Pearl St.
Beaumont, TX 77701

Re: Agenda Item

Judge Branick,

I would like to place an item on the agenda for the Commissioner's Court Meeting Tuesday, February 11, 2025.

Please consider and possibly approve the hiring of Jose Luis Zurita as a Reserve Deputy Constable with Constable Precinct 2 in accordance with Local Government Code (LGC) 86.011.

Thank you,

Chief Craig Turner

Christopher L. Bates
Constable, Pct. 2

DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102

6 January 2025

JEFFERSON COUNTY (SDA0415)
FIRST ASSISTANT TO COUNTY JUDGE
MR FRED JACKSON
PO BOX 4025
BEAUMONT TX 77704-4025

Enclosed is the 2025 loan renewal package for the aerospace vehicle(s) on loan to your organization from the National Museum of the United States Air Force (NMUSAF). The required actions should be completed and returned to the NMUSAF no later than **31 March 2025**.

We are now in our first five-year loan renewal cycle that spans from 1 April 2024 to 31 March 2029.

NMUSAF has an annual Department of Defense requirement to ensure that each loan account verify the property in their care is used for approved purposes, is being maintained and protected according to the loan agreement, and that the borrowing organization still desires to retain the property. NMUSAF fulfills this requirement with the return of the completed inventory report and Point of Contact (POC) sheet. Please see these attached documents.

To complete the inventory report: physically inspect each item on loan. Annotate any discrepancies such as additions (attached munitions), shortages, damage, or deterioration. Upon completion of the physical inspection, sign and date the Certification Statement on the inventory.

To complete the POC sheet: Review the sheet and make handwritten changes to reflect updated information or highlight any typed changes. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization (no exceptions)
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: The individual to whom all correspondence from the NMUSAF will be sent and who can answer questions about the item(s) on loan. This

person may be different than the Historical Property Custodian but must be affiliated with the borrowing organization (an employee of the municipality or volunteer with the veterans organization).

- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address or adding an additional organizational email address.

The certification package may be emailed to NMUSAF.MUC.StaticDisplay@us.af.mil or sent through physical mail to:

NATIONAL MUSEUM OF THE USAF/MUC
ATTN: STATIC DISPLAY PROGRAM
1100 SPAATZ ST
WRIGHT-PATTERSON AFB OH 45433-7102

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Department of the Air Force history. If you have any questions, please contact me at NMUSAF.MUC.StaticDisplay@us.af.mil.

Sincerely

Melissa Shaw

MELISSA SHAW
Community Static Display Program Administrator

Attachments:
1. 2025 Inventory Report
2. Point of Contact Information Sheet

National Museum of the United States Air Force™

Loan Account Point of Contact

2025

Loan Account Number	SDA0415
City/Organization Name	**JEFFERSON COUNTY**
Mailing Address	PO BOX 4025
City	BEAUMONT
State	TX
Zip Code	77704-4025
Change:	
Historical Property Custodian	HONORABLE JEFF BRANICK
Title	JUDGE, JEFFERSON COUNTY
Change:	
Primary Point of Contact (POC)	MR FRED JACKSON
Title	FIRST ASSISTANT TO COUNTY JUDGE
Change:	
Primary POC Phone Numbers	409-835-8466
Change:	
Primary POC Email Address	fred.jackson@jeffcotx.us
Change:	fred.jackson@jeffersoncountytx.gov

☑ Check here if changes have been made to POC sheet

☐ Changes have been updated in database *(National Museum use only)*

NATIONAL MUSEUM OF THE U.S. AIR FORCE
INVENTORY REPORT
RCS: HAF-HO(A) 8801

Loan Account Number: SDA0415

03-Jan-25

Catalog Number	Nomenclature	Field Site Location	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	GOLDEN TRIANGE VETERANS MEMORI	$22,000.00

I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.

Signature: _____ 2/11/25

(Historical Property Custodian) (Date)

JEFF R. BRAICK

Typed or Printed Name

COUNTY JUDGE

Typed or Printed Title

Date: February 11, 2025

To: Terry Eshenbaugh

From: Jeff Branick-County Judge, Jefferson

Re: Supervisor, Veteran Service Office

I am writing in reference to Carolyn Wright. She is now the Supervisor of the Jefferson County Veteran Service Office. She will be working full time as a paid Supervisor. She will be working more than the minimum 1000 hours each year in this position.

Jeff R. Branick

County Judge

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.

1. Property Name and Location

NAME OF STATE ANTIQUITIES LANDMARK			
ADDRESS	CITY	COUNTY	ZIP CODE

2. Project Name

NAME OR BRIEF DESCRIPTION OF PROJECT WORK

3. Applicant (Owner or Controlling Agency)

OWNER/AGENCY	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

4. Architect or Other Project Professional

NAME/FIRM	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

5. Construction Period

PROJECT START DATE	PROJECT END DATE

PERMIT CATEGORY

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

Preservation	Reconstruction	Relocation
Rehabilitation	Architectural Investigation	Demolition
Restoration	Hazard Abatement	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:

Historic Structure Report	Architectural Documentation
Historical Documentation	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. 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, JEFF R. BRANICK, as legal representative of the Applicant,

AND COUNTY JUDGE, 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 2/11/25

Project Professional's Certification

I, _____, 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 _____

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 hspermit@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

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE 2/11/25

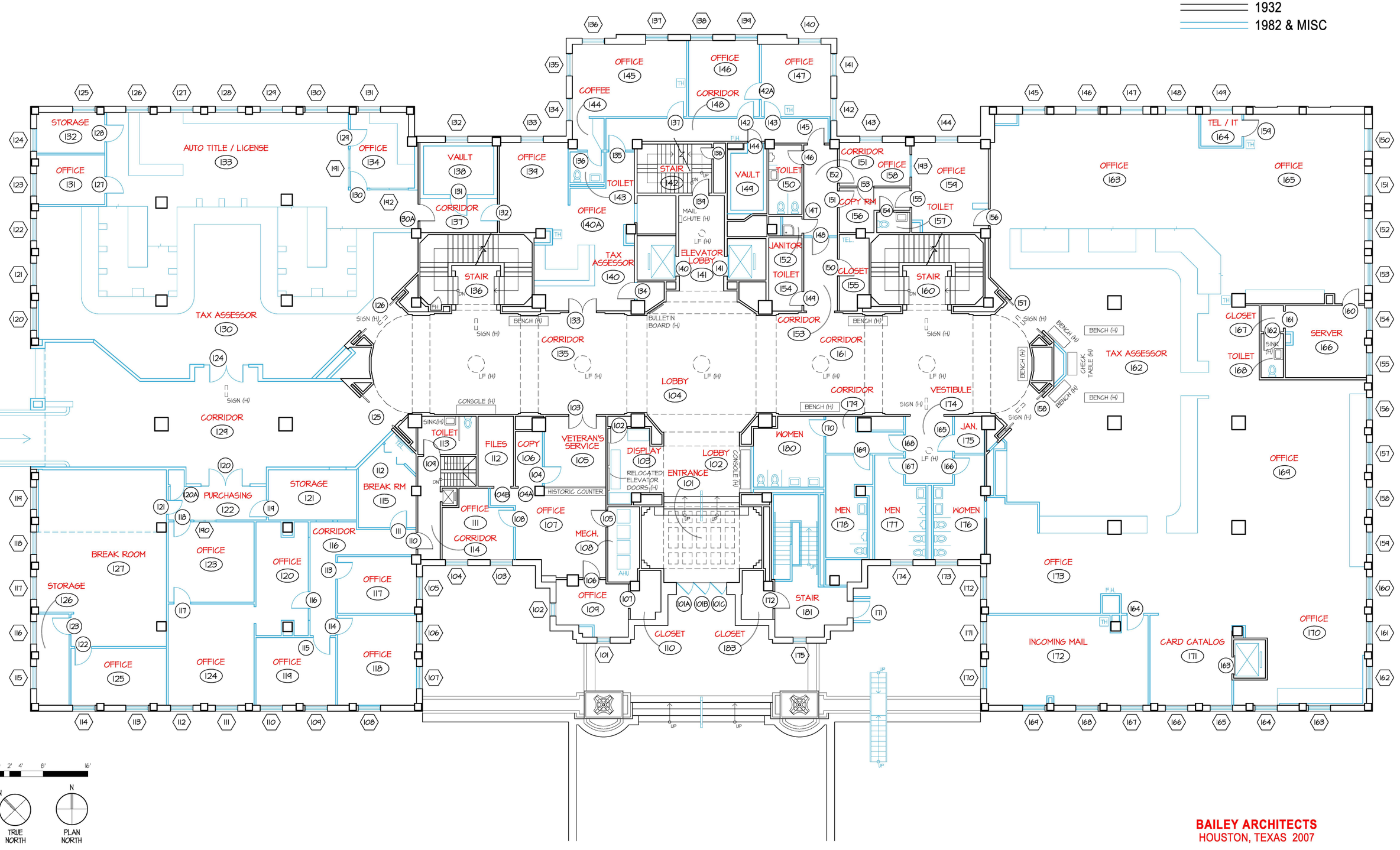
TEXAS HISTORICAL COMMISSION
real places telling real stories
www.thc.texas.gov

Area to be removed

FIRST FLOOR PLAN

1932

1982 & MISC



0 2' 4' 8' 16'

N TRUE NORTH

N PLAN NORTH

SNND Commissioner Annual Pay
As of December 2024 = $4,800

Issue: **Commissioner monthly pay does not cover cost for the District offered family health insurance coverage. Health insurance premiums have and will continue to increase annually. Information below reflects current issue.**

Commissioner monthly pay	$	400.00
Commissioner cost for Family Health Insurance/Dental/Vision	$	412.03
Monthly shortfall	$	(12.03)

Proposed Solution: **Increase to $9,600 annually. Commissioner pay has been stagnant at $4,800. Per various analysis scenarios below, increase to $9,600 is justified.**

Scenario 1: Annual amount adjusted for Social Security COLA using $4,800 as starting point in 1999

Year	Historical Social Security Cost-Of-Living Adjustments	Annual Amount Adjusted for COLA
2000	3.5%	$ 4,968
2001	2.6%	$ 5,097
2002	1.4%	$ 5,169
2003	2.1%	$ 5,277
2004	2.7%	$ 5,420
2005	4.1%	$ 5,642
2006	3.3%	$ 5,828
2007	2.3%	$ 5,962
2008	5.8%	$ 6,308
2009	0.0%	$ 6,308
2010	0.0%	$ 6,308
2011	3.6%	$ 6,535
2012	1.7%	$ 6,646
2013	1.5%	$ 6,746
2014	1.7%	$ 6,860
2015	0.0%	$ 6,860
2016	0.3%	$ 6,881
2017	2.0%	$ 7,018
2018	2.8%	$ 7,215
2019	1.6%	$ 7,330
2020	1.3%	$ 7,426
2021	5.9%	$ 7,864
2022	8.7%	$ 8,548
2023	3.2%	$ 8,822
2024	2.5%	$ 9,042

Scenario 2: Annual amount adjusted based on Avg Annual Pay Increases of Texas Employees using $4,800 as starting point in 1999

Year	% change for Avg Annual Pay of Employees in Texas per statista.com	Annual Amount Adjusted for Avg Annual Pay Increase of Employees in Texas
2000	3.3%	$ 4,959
2001	3.3%	$ 5,123
2002	0.6%	$ 5,151
2003	2.0%	$ 5,254
2004	4.2%	$ 5,473
2005	4.3%	$ 5,706
2006	5.7%	$ 6,034
2007	5.3%	$ 6,352
2008	2.8%	$ 6,529
2009	-0.5%	$ 6,494
2010	2.8%	$ 6,673
2011	3.8%	$ 6,926
2012	3.8%	$ 7,188
2013	1.2%	$ 7,276
2014	3.9%	$ 7,563
2015	2.0%	$ 7,714
2016	0.1%	$ 7,722
2017	2.7%	$ 7,929
2018	3.5%	$ 8,207
2019	3.5%	$ 8,498
2020	5.1%	$ 8,934
2021	4.9%	$ 9,376
2022	5.5%	$ 9,892
2023	5.8%	$ 10,462
2024	3.3%	$ 10,807

Data not available. Used avg of years 2002-2023

MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES COAST GUARD AND JEFFERSON COUNTY SHERIFF'S OFFICE REGARDING PORT SECURITY AND THE ENFORCEMENT OF MARITIME SAFETY AND SECURITY ZONES

I. PARTIES. The Parties to this Memorandum of Understanding are the United States Coast Guard (USCG) and the Jefferson County Sheriff's Office (JCSO).

II. AUTHORITY. The United States Coast Guard and the Jefferson County Sheriff's Office are authorized to enter into this Memorandum of Understanding under the provisions of:
14 U.S.C. § 701
46 U.S.C. § 70051
33 U.S.C. § 1221, et seq
46 U.S.C. § 70118, § 70119
33 CFR § Part 6
33 CFR § 3.40-28
Department of Homeland Security Delegation No 170.1
VTCA Gov Code 421.002
VTCA Gov Code 421.071
VTCA Gov Code 421.082(B)(3)
VTCA Gov Code 792.002, et seq. (applies to hotels)
TPWC 31.124
Texas Water Code § 49.216, § 60.043 and § 60.077
Texas Code of Criminal Procedure § 14.03 (g) (1), § 13.01, § 13.04, § 13.06, § 13.1 1
H.B. 3634 80th Legislature supplementing S.B. 1788 77th Legislature

III. PURPOSE. The purpose of this agreement is to provide a cooperative framework and set forth procedures authorized by 14 U.S.C. § 701(b) by which the United States Coast Guard (USCG), through the Captain of the Port (COTP) Port Arthur, and the Jefferson County Sheriff's Office (JCSO) will work together to enhance the safety and security of waters of concurrent jurisdiction. This includes, but is not limited to, the cooperative enforcement of maritime safety and security zones created by the USCG under the authority of the Magnuson Act, as codified at 46 U.S.C. § 70051.

IV. DISCUSSION. All proposed activities are voluntary and non-binding. All involved entities reserve the right to operate independently within their own jurisdictions and authority. The overarching mission is to better protect citizens, port facilities, and vessels in the USCG and JCSO's mutual areas of responsibility, the navigable waters of the United States within the Port Arthur COTP Zone.

V. DEFINITIONS. The parties understand that there is a spectrum of activities that promote the effective enforcement of security and safety zones. Throughout this agreement, an effort has been made to distinguish between the terms "enforcement action" and "enforcement assistance" as described below.

A. Enforcement Action. For this agreement, "enforcement action" is any law enforcement activity that implicates any legal privilege or constitutional right of a person, including, but not limited to arrest, seizure, reasonable detention, custodial interrogation, or application of force.

B. Enforcement Assistance. For this agreement, "enforcement assistance" is any law enforcement activity that does not amount to enforcement action, but which is helpful to the Coast Guard in furthering the purposes of an established safety or secure zone. For example: while patrolling, JCSO officers are authorized to approach, intercept, and hail other vessels within the zone, so long as such activities are lawful under state and federal law.

VI. LEGAL AUTHORITIES.

A. United States Coast Guard

1. The cognizant COTP, District Commander, and the Atlantic Area Commander are authorized to create and enforce limited access zones for the security and protection of maritime assets, both afloat and ashore, within the waters of concurrent jurisdiction.

2. A safety zone, according to 33 C.F.R. § 165.20, is "a water area, shore area, or water and shore area to which, for safety or environmental purposes, access is limited to authorized persons, vehicles, or vessels. It may be stationary and described by fixed limits or it may be described as a zone around a vessel in motion." The IJSCG's authority to issue a regulation creating a safety zone arises under the Ports and Waterways Safety Act (PWSA). See, 46 U.S.C. § 70001-70036. These zones are established when necessary for the protection of any vessel, structure, waters, or shore area from a safety or environmental hazard.

3. A security zone, according to 33 C.F.R. § 6.01-5, is "all areas of land, water, or land and water, which are so designated by the Captain of the Port for such time as he deems necessary to prevent damages or injury to any vessel or waterfront facility, to safeguard ports, harbors, territories, or waters of the State or to secure the observance of the rights and obligations of the State." The USCG's authority to issue a regulation creating a security zone arises under the Magnuson Act and the Ports and Waterways Safety Act (PWSA). See 46 U.S.C. § 70051-70054 and 46 U.S.C. § 70001-70036 respectively. Security zones are used for national security interests rather than strictly for safety considerations.

4. The parties agree that the existence of a safety or security zone does not in any way foreclose other legitimate state law enforcement activities or actions within or in the vicinity of such safety or security zone.

5. On August 9, 2004, the President signed into law the "Coast Guard Maritime Transportation Security Act of 2004," which, among other things, empowers any state or local government law enforcement officer who has authority to

enforce state criminal laws to make an arrest for violation of a Magnuson Act security zone or PWSA safety or security zone (or section 10(d) of the Deepwater Port Act of 1974 (33 U.S.C. § 1509(d)) if such violation is a felony; and the officer has reasonable grounds to believe that the person to be arrested has committed or is committing such violation.

6. This agreement does not constitute a delegation of USCG authorities to take any law enforcement action pursuant to 14 U.S.C. § 522 or to direct the movement of vessels under the authority of the Captain of the Port pursuant to federal law or regulation.

B. Jefferson County Sheriff's Office

1. There is a Memorandum of Agreement between the United States Coast Guard and the State of Texas effective November 30, 2005, regarding the enforcement of Maritime Safety and Security Zones. Additionally, pursuant to the authority of House Bill 3634 84th Legislature, there is also in effect an Inter-Governmental Agreement between the Sabine Neches Navigation District (SNND), the Federal Sponsor of the Sabine Neches Navigation Waterway, and Jefferson County Sheriff Department giving the Sheriff's Department all authority which the Navigation District has over the Sabine Neches Waterway. (See House Bill 3634 80th Legislature, Supplementing Senate Bill No. 1788 of the 17th Legislature; see also 60.043 of the Texas Water Code and 60.077 of the Texas Water Code and Section 49.216 of the Texas Water Code).

2. As Certified Peace Officers of the State of Texas pursuant to Chapter 14t Texas Code of Criminal Procedure, the Sheriff's Department as the Police Arm of the SNND has the necessary authority to enter into this Memorandum of Understanding with the USCG.

VII. RESPONSIBILITIES.

A. United States Coast Guard

1. Mission planning and coordination between the USCG and the JCSO will be managed primarily by the COTP Port Arthur or his/her designee. As per the Sabine-Neches Area Maritime Security Plan, the COTP Port Arthur or his/her designee shall develop and promulgate OPORDERS or Incident Action Plans for the voluntary employment of JCSO personnel and assets during increased MARSEC levels when it is determined that JCSO resources are available.

2. As determined by the USCG, the JCSO and USCG units will maintain a communications schedule during all cooperative enforcement operations. The JCSO will ensure that its officers and assets operating pursuant to the

agreement possess communications equipment compatible with that of the local USCG units.

3. The COTP, or his or her designee, reserves the right to assume responsibility for any or all enforcement activities relating to any safety or security zone, at any time, when such action is deemed, in the opinion of the COTP, most appropriate and in the public interest. JCSO personnel shall only be authorized to engage in enforcement assistance or enforcement action relative to a USCG-created safety or security zone to the extent that such operations are requested by the COTP Port Arthur.

B. Jefferson County Sheriff's Office

1. Upon request of the USCG, JCSO will execute the security duties and responsibilities depicted in ANNEX 10800 of the Sabine-Neches Area Maritime Security Plan in accordance with the applicable MARSEC level.

2. When operationally possible, JCSO may assist with Ports and Waterways Coastal Security enforcement operations including patrols of maritime facilities and infrastructure and adjacent waterways, supporting USCG positive control and/or security boarding teams operating in Jefferson County, and conducting escorts of High Interest Vessels (HIV) and vessels carrying Certain Dangerous Cargos (CDC) arriving to, departing from, or operating within the Sabine Neches waterway. These operations may involve USCG personnel conducting boardings from a JCSO vessel.

3. When, upon the USCG's request, the JCSO arrests an individual, or seizes an individual's assets in connection with a safety or security zone violation, the USCG agrees to receive such individuals and assets within a reasonable time, and further agrees to make necessary arrangements for disposition in connection with the case. When the JCSO arrests an individual or seizes an individual's assets in connection with a State law violation, the JCSO shall be responsible for any further actions or arrangements.

4. When authorized by the cognizant COTP, this agreement, relevant operation orders ("OPORDER") or incident action plans (IAPs), JCSO officers may be present within a designated safety or security zone created by the USCG. While present, such officers are authorized to monitor activities within such zone, detect and report potential violations of federal taw to the Coast Guard, as well as provide written notice and/or verbal warnings about the existence of the zone.

5. When JCSO officers are on patrol but are not operating pursuant to a USCG approved OPORDER or IAP, they are not authorized to engage in security-

zone or safety-zone enforcement activities without first obtaining permission from the COTP Port Arthur. In such cases, JCSO officers may, in their discretion, report all relevant facts and circumstances to the USCG Port Arthur Operations Center and request, as appropriate, USCG authorization to engage in enforcement action or enforcement assistance, as necessary and appropriate. Nothing in this paragraph limits the JCSO's inherent right to use force to defend individuals from death or serious physical injury.

6. When it reasonably appears that a violation of federal law(s) is also accompanied by a state law violation, JCSO officers are not required to obtain advance permission from the USCG, provided all enforcement action is taken pursuant to state law. However, in all cases in which JCSO officers possess evidence that a violation of federal law did, in fact, occur, such officers should share all relevant evidence with the USCG.

7. When operating independently, the JCSO agrees to notify the USCG Port Arthur Operations Center of any suspicious activity or violations of law that fall under the USCG's statutory homeland security and/or maritime law enforcement mission areas as soon as practicable.

C. Use of Force

1. Nothing in this agreement impairs the inherent right of self-defense by law enforcement personnel of either the USCG or the JCSO.

2. No intermediate USCG field Commander is authorized to delegate the use of warning shots or disabling fire to any JCSO officer, as such authority rests with the Eighth Coast Guard District Commander. Any request for such action shall be directed to the Eighth Coast Guard District Commander. Alt joint operations between USCG and JCSO agencies must ensure use of force policies are aligned. Alignment of use of force does not require identical policies but does require that policies are sufficiently similar to allow for safe boarding and patrol operations.

3. All USCG personnel shall, always, follow the USCG use of force policy as most recently specified through applicable Commandant instructions and manuals, and as may be further defined by District or higher authority.

4. In joint operations between USCG and JCSO where JCSO personnel are onboard USCG platforms or under USCG tactical control, USCG use of force policy shall always apply, except that the JCSO may require its officers to use a more restrictive use of force policy than the policy employed by the USCG. USCG law enforcement personnel shall comply with the USCG use of force policy while deployed onboard JCSO platforms.

5. While JCSO officers are engaged in safety or security zone ENFORCEMENT ACTION, under an OPORDER or IAP, but are operating without the supervision of USCG personnel, JCSO personnel shall adhere to their own use of force policy. To that end, the JCSO may require its officers to use a more restrictive use of force policy than that which is used by the USCG. The JCSO shall not use a less restrictive use of force policy than that which is used by the USCG. Before any joint operation, USCG and JCSO operational commanders shall meet to clarify and agree upon the use of force policy under which each agency is operating. Except as described above, when using force for any reason other than ENFORCEMENT ACTION in support of a safety or security zone, the JCSO use of force policies shall apply.

D. Post Enforcement Action

1. JCSO officers exercising authority under this agreement shall submit written documentation of any action taken pursuant to this agreement to the COTP Port Arthur. Such documentation shall include, but shall not be limited to, case investigation reports, a copy of any written warning or documentation of violation, and any supporting exhibits, affidavits, photographs, or other evidence gathered.

2. Additionally, the JCSO shall immediately notify the COTP Port Arthur, or his/her designee, of any enforcement action taken in connection with a safety or security zone violation and any enforcement assistance provided in connection with a safety or security zone.

3. JCSO officers will be made available, upon request by the USCG or a representative from the Department of Justice, to appear as witnesses as needed. JCSO officers who appear in cases related to this agreement may request official travel orders to be reimbursed for travel expenses and per diem (at rates authorized under the Federal Travel Regulations) for travel incurred while providing direct services to the Federal Government as a witness in accordance with applicable Federal law.

E. Reimbursement

1. The parties understand that the USCG will not pay or reimburse JCSO for any activities undertaken pursuant to this agreement unless such payment or reimbursement is approved in advance in accordance with applicable federal procurement regulations. Absent such prior approval, JCSO shall bear its own costs including, but not limited to, costs related to fuel, vessel maintenance, personnel costs, or post-enforcement actions.

2. 14 U.S.C. §701(b) authorizes the Coast Guard to make payments in connection with the utilization of personal services of employees of state or local governments for necessary travel and per diem expenses as prescribed for Federal employees by the standardized Government travel regulations, subject to the availability of appropriated funds. Nothing contained herein shall be construed as an obligation of funds between parties or otherwise interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

3. Nothing contained herein shall be construed as limiting the JCSO's ability to seek or receive grants or other funding from the Federal government.

VIII. TRAINING. No operations may be undertaken pursuant to this agreement until JCSO officers have received training to the satisfaction of the COTP Port Arthur. Such training shall include the following at a minimum:

A. The USCG Use of Force Policy and Use of Force Continuum.

B. USCG legal authority and jurisdiction, to include 14 U.S.C. § 102, 14 U.S.C. § 522, 19 U.S.C. § 1589, 46 U.S.C. § 70120, and 33 CFR § 6 et al.

C. Statutory Federal law applicable to Ports, Waterways, and Coastal Security (PWCS).

D. USCG MSUPA Fields of Fire policy for the Sabine-Neches Waterway.

E. USCG or equivalent Response Boat Tactics, Techniques, and Procedures.

F. Similarly, the JCSO may, at its option, provide instructors and facilities for the training of USCG personnel.

IX. CIVIL LIABILITY AND AGENCY.

A. No agency relationship is created. JCSO officers shall not be deemed federal officers, agents, or employees of the federal government, as defined and provided for in Title 5, United States Code, for any purposes. No employee of the JCSO shall be deemed to be a federal employee for the purpose of any law or regulation administered by the office of personnel management, nor shall any JCSO officer be entitled to any additional pay, allowance, or inducement from the federal government. Nothing in this provision creates any employment status or requires the state to provide any employment or disability benefits to any JCSO employee.

B. The JCSO understands that a USCG request for assistance does not confer any privileges or immunities to the JCSO or its officers under federal law. The JCSO is viewed as assisting the USCG pursuant to the JCSO's own organic statutory authority

and applicable state law. As such, state law shall govern any causes of action, immunities, or remedies based upon the actions of JCSO officers, unless, at the election of the United States, such action is removed to federal court upon proper motion. However, at its option, the United States may elect to seek representation for JCSO officers when necessary or when, in the judgment of the United States, such representation is in the best interests of the federal government. The Department of Justice is the final authority for making such determinations on behalf of the United States.

C. The USCG does not agree to indemnify any JCSO officer or the JCSO for any matter arising out of activities related to this agreement, as such an agreement would violate federal law. See 31 U.S.C. § 1341.

D. JCSO does not agree to indemnify the USCG or any USCG officer or the federal government for any matter arising out of activities related to this agreement, as such promise would violate state law. Brown v. Jefferson County, 406 S.W.2d 185 (Tex. 1966), Office of the Attorney General, State of Texas Opinion No. MW-475 Re: Authority of state to execute contractual indemnity agreements, and related questions.

E. JCSO vessels, when operating pursuant to this agreement and/or an approved OPORDER or IAP, and when actually engaged in enforcement action or enforcement assistance activities pursuant thereto, are deemed public vessels of the state pursuant to 14 U.S.C. § 827 and deemed vessels of the USCG pursuant to 14 U.S.C. § 646 only.

F. The USCG recognizes that JCSO operates as a contractor for the Sabine Neches Navigation District.

X. POINTS OF CONTACT.

For the USCG:

Captain of the Port
U.S. Coast Guard
Marine Safety Unit Port Arthur
2901 Turtle Creek Drive
Port Arthur, Texas 77642
(409) 723-6500

For the JCSO:

Sheriff
Jefferson County Sheriff's Office
1001 Pearl Street
Beaumont, Texas 77701
(409) 835-7734

XI. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.

XII. CONFLICT OF LAW: Nothing in this Memorandum is intended to conflict with current law or regulation or the directives of the USCG or the department in which the USCG is operating or of the JCSO. If a term of this agreement is inconsistent

with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

XIII. TRANSFERABILITY. This agreement is not transferrable except with the written consent of both parties. It is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any Party against the Parties, their parent agencies, the United States or the officers, employees, agents, or other associated personnel thereof.

XIV. NON-BINDING LANGUAGE. The provisions contained in this agreement are not legally binding on either Party nor confer any substantive rights on either Party.

XV. ENTIRETY OF THE AGREEMENT. This agreement, consisting of 9 pages, represents the entire and integrated agreement between the USCG and JCSO.

XVI. EFFECTIVE DATE. The terms of this agreement will become effective on the date it is signed by all parties.

XVII. TERMINATION. The terms of this agreement will remain in effect until terminated by either party and shall not extend past ten (10) years without a written extension or updated MOU. The parties will review the agreement every two years and may alter the agreement by written mutual consent. All alterations will be documented in a letter, signed by the cognizant representatives of both parties, and appended to each party's copy of the original agreement. The parties will determine at each review whether the alterations require the agreement to be rewritten. Either party may terminate this agreement upon thirty days written notice to the other party.

XVIII. APPROVING OFFICIALS.

AGREED TO AND APPROVED BY:

Anthony R. Migliorini Date
Captain, United States Coast Guard
Captain of the Port, Port Arthur

Zena Stephens Date
Sheriff, Jefferson County

JEFF R. BRANICK
COUNTY JUDGE

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 9/11/2025